REQUEST FOR QUOTE 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

RFQ NO. 683

ALASKA STATE LEGISLATURE TELEPHONE SYSTEM EQUIPMENT

SEALED BIDS MUST BE RECEIVED AT THE ABOVE ADDRESS OR MUST BE EMAILED TO <u>LAA.PROCUREMENT@AKLEG.GOV</u> BY <u>2:00 P.M. ALASKA TIME ON</u> <u>MONDAY, APRIL 28, 2025</u>. FAXED PROPOSALS ARE NOT ALLOWED.

Bidders Are Not Required to Return this Request For Quote (RFQ) package with their Bid Submission Form in sec. 3.01 (RFQ BID SUBMISSION FORM).

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. 020 of the Alaska Legislative Procurement Procedures, the procedures will also not apply, unless and except as provided in this RFQ. Copies of the Alaska Legislative Procurement Procedures available request are upon or at: https://aws.state.ak.us/OnlinePublicNotices/Notices/Attachment.aspx?id=137335

IMPORTANT NOTICE: YOU MUST REGISTER WITH THE PROCUREMENT MANAGER LISTED IN THIS DOCUMENT TO RECEIVE SUBSEQUENT AMENDMENTS, WHETHER YOU RECEIVED THIS REQUEST FOR QUOTE (RFQ) 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 RFQ WHEN SUBMITTING THEIR BIDS.

> JC Kestel, Procurement Manager PH: 907-465-6705 TDD: 907-465-4980 Email: LAA.Procurement@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 Bids;
- d) do not change the meaning or scope of the RFQ;
- 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 a 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 a Bid being determined to be unresponsive or termination of a Contract resulting from this RFQ.

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. 3.01 (RFQ BID SUBMISSION FORM) of this RFQ 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 a Bidder fails to comply with this paragraph, the Legislative Affairs Agency (Agency) may disregard the bid.

1.04 U.S. FUNDS

Prices shall be quoted in U.S. funds.

1.05 TAXES

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

1.06 CONTACTS / RFQ QUESTIONS / CONTACT PERSON

Bidders and their agents may not contact any member of the legislature or legislative staff regarding this RFQ. All questions concerning this RFQ 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 RFQ 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 RFQ which can then be read by the Bidder.

(2) A question that would require the Procurement Manager to clarify or interpret part of the RFQ or its intent. Response to this type of question will not be given except in writing via amendment to the RFQ, 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 eight (8) days prior to the deadline for receipt of Quotes.

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

1.07 REVIEW OF RFQ

Bidders shall carefully review this RFQ, 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 Quotes. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of a Bidder upon which award could not be made.

1.08 PROTEST

If a 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 QUOTE SUBMISSION, DELIVERY, AND ACCEPTANCE

A Bidder must submit and deliver its bid in one sealed package to the issuing office identified on Page 1 of this RFQ or email its bid to the Procurement Manager at the email address shown on Page 1 of this RFQ no later than the date and time listed on Page 1 of this RFQ as the deadline for receipt of Bids. If mailed or hand delivered, the package must be marked on the outside to identify the RFQ and the Bidder. If emailed, the email must contain the RFQ number in the subject line of the email. Bidders must use the form in sec. 3.01 (RFQ BID SUBMISSION FORM) of this RFQ for submitting bids.

Only one (1) completed and signed copy of sec. 3.01 (RFQ BID SUBMISSION FORM) of this RFQ should be submitted in a sealed envelope or PDF document marked with the RFQ number on the outside of the envelope or with the RFQ 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 RFQ 683.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 50 megabytes (mb). If the email containing the bid exceeds this size, 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 RFQ 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 RFQ.

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, 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

If a Bidder qualifies for the Alaska Bidder Preference, the Bidder will receive a preference of five percent (5%) that is applied to the Bidder's total cost proposed. 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 the contract under the name appearing on the Offeror'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.

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

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

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

1.13 FUND OBLIGATIONS

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 CANCELLATION; REJECTION OF ALL BIDS; PREPARATION COSTS

This RFQ 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 RFQ 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.

1.15 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.

1.16 PROCUREMENT PROCEDURES

If applicable, the website link to the Alaska Legislative Procurement Procedures may be found on page one of this RFQ.

1.17 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 RFQ and may not amount to a material modification of this RFQ.

1.18 FORMAT OF CONTRACT

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

1.19 CONTRACT NEGOTIATIONS

After issuing the Notice of Intent to Award (NIA), the Agency may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the Agency. If the Agency elects to initiate contract negotiations, these negotiations cannot involve changes in the Agency's requirements or the Bidder's bid that would, by their nature, affect the basis of the source selection and the competition previously conducted.

1.20 FAILURE TO NEGOTIATE

The Agency may terminate negotiations under paragraph 1.19 (Contract Negotiations) of these Notices to Bidders and negotiate with the next highest ranked Bidder if:

- **a.** the selected Bidder fails to provide the necessary information required to begin negotiations in a timely manner;
- **b.** the selected Bidder fails to negotiate in good faith;
- **c.** the selected Bidder indicates it cannot perform the contract within the budgeted funds available for the project; or
- **d.** the selected Bidder and the Agency, after a good faith effort, simply cannot come to terms.

1.21 FIRM BID

For the purpose of award, bids made in accordance with this RFQ shall be good and firm for a period of one hundred twenty (120) days from the deadline for receipt of quotation in response to the RFQ.

1.22 AWARD OF CONTRACT

Award of this RFQ may be subject to approval by the State of Alaska Legislative Council.

1.23 AWARD CRITERIA

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

1.24 NOTICE OF INTENT TO AWARD

Upon selection of an apparent Successful Bidder, the Procurement Manager will issue a written 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.

1.25 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 RFQ may be amended by mutual agreement of the parties if the Agency determines that the amendment is in the best interests of the Agency.

1.26 CONTRACT ASSIGNMENT/TRANSFER

Assignment or transfer of the Contract entered into as a result of this RFQ may be subject to sec. 160 of the Alaska Legislative Procurement Procedures.

1.27 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 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 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 RFQ.

1.28 BINDING ON SUCCESSORS

The Contract issued as a result of this RFQ 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.

1.29 BREACH OF CONTRACT

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

1.30 APPLICABLE LAWS

The Successful Bidder and its Bid 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 Bidder must have all licenses, registrations, permits, and certifications required by the Agency and federal, state, and municipal law for performance of the Contract covered by this RFQ.

1.31 VENUE AND APPLICABLE LAW

In the event that 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.

1.32 RECORDS; AUDIT

These requirements are in addition to any other records required by this RFQ. Unless the resulting Contract will be primarily for products, the Successful Bidder 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 Successful Bidder 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.

1.33 OWNERSHIP AND REUSE OF DOCUMENTS

Unless an RFQ is soliciting primarily for products, all documents, reports, material, and other items generated as a consequence of work or services provided under this Contract are the property of the Agency. To the extent a 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 work, services, or termination of the Contract, the items shall be delivered to the Project Director. Bidders acknowledge that all the items are Agency records and, as a result, may be public records.

1.34 MATERIALS AND PROCESSES COVERED BY PATENTS, TRADEMARKS, OR <u>COPYRIGHTS</u>

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 save 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.

1.35 INDEMNIFICATION

The Successful Bidder shall indemnify, save 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.

1.36 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.

1.37 INSURANCE

Without limiting the Successful Bidder's indemnification responsibilities under paragraph 1.35 (Indemnification) of this RFQ, 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 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; and
- 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 30day 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 Successful Bidder shall require that all indemnities obtained from any subcontractors be extended to include the Agency as an additional named indemnitee. The Successful Bidder 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 Successful Bidder, and that an appropriate waiver of subrogation in favor of the Agency be obtained with respect to all other insurance policies.

1.38 TIME

Time is of the essence.

1.39 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: <u>https://www.state.gov/bureaus-offices/under-secretary-for-civilian-security-democracy-and-human-rights/office-to-monitor-and-combat-trafficking-in-persons/</u>

If a Bidder fails to comply with this paragraph 1.39 (Human Trafficking), the Agency may, without liability, reject the Bidder's bid as non-responsive, cancel an intent to award to the Bidder, or terminate the resulting Contract to the Bidder.

1.40 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 Successful Bidder to review AS 24.60 and comply with applicable provisions of AS 24.60.

1.41 SCHEDULE OF EVENTS

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

RFQ Issue Date	April 4, 2025
Deadline for Receipt of Questions	April 17, 2025
Deadline for Receipt of Bids – Bids Opened	April 28, 2025
Notice of Intent to Award a Contract Issued (NIA)	May 2025
Agency Signs Contract	May 2025

SECTION TWO - RFQ SPECIFICATIONS

2.01 PURPOSE OF RFQ

The Legislative Affairs Agency ("Agency") is solicitating bids from qualified Contractors to provide new Poly brand telephone equipment. The Successful Bidder will be required to provide the Agency with new telephone equipment that will be installed and configured by the Agency. The Successful Bidder will have ninety (90) calendar days after execution of the Contract resulting from this RFQ to deliver the complete list of telephone equipment to the Agency.

2.02 SCOPE OF WORK AND SERVICES

The Successful Bidder will provide the Agency with the telephone equipment listed in paragraph 2.03 (Telephone Equipment List) of this RFQ. All equipment and hardware must be delivered or shipped to the address shown in paragraph 2.05 (Ship To Location) of this RFQ with no added cost for shipping or delivery beyond the unit prices indicated for each unit on the Successful Bidders Bid Submission Form that is included in Section Three of this RFQ.

- 1. All telephone equipment provided to the Agency under the Contract resulting from this RFQ must be new, unopened, and unused. Remanufactured equipment will not be accepted by the Agency.
- 2. All telephone equipment must be supplied in the original manufacturers packaging and must contain all documentation and accessories that are supplied with the equipment when manufactured and distributed. Upon receipt, all equipment is subject to inspection and acceptance by the Agency. All equipment that is determined to be not acceptable by the Agency upon receipt and inspection must be replaced by the Successful Bidder within thirty (30) calendar days of the Agency providing notice to the Successful Bidder.
- 3. All telephone equipment warranty periods shall begin after receipt, inspection, and acceptance of the equipment and hardware by the Agency's Project Director. The Successful Bidder shall provide the Agency's Project Director with digital copies of all warranty paperwork and equipment manuals, including but not limited to any documentation required to register the new equipment or hardware with the manufacturer for implementation or registration of the new equipment for warranty or support purposes provided through the manufacturer.

2.03 TELEPHONE EQUIPMENT LIST

The Successful Offer shall provide the list of equipment below in the quantities indicated. No substitutions will be accepted by the Agency for the telephone equipment listed below.

Item	Product Description and Mfg. Part #	Unit of Measure	Quantity
1	Poly Edge E350 IP Phone – Corded/Cordless-Wi-Fi,		
1.	Bluetooth, MFG Part: 82M89AA	Each	475
2	Poly Edge E450 IP Phone – Corded/Cordless-Wi-Fi,		
Ζ.	Bluetooth, MFG Part: 82M90AA	Each	148
3	Poly Edge E550 IP Phone – Corded/Cordless-Wi-Fi,		
5.	Bluetooth, MFG Part: 82M91AA	Each	143

2.04 GENERAL TERMS AND CONDITIONS OF ENSUING CONTRACT

- 1. <u>TERM</u>: The Contract will take effect once the Agency's Executive Director or her designee signs the contract. The Successful Bidder is required to deliver all telephone equipment in the quantities listed in paragraph 2.03 (Telephone Equipment List) to the Agency at the address listed in paragraph 2.05 (Delivery Location) of this RFQ ninety (90) calendar days after execution of the Contract resulting from this RFQ.
- 2. <u>PRICES</u>: Prices indicated on the Successful Bidders Bid Submission Form shall remain firm through the Contract. All prices indicated on the Successful Bidders Bid Submission Form shall be consider all-inclusive to include any administrative or processing fees, packaging and handling fees, shipping or delivery cost, or any other expenses required to provide the telephone equipment to the Agency.
- 3. <u>MINIMUM CHARGES</u>: There is no minimum contract amount for the work, services, or products required in this RFQ or the ensuing Contract. The Successful Bidder shall only bill for the rates established under the Contract resulting from this RFQ for the actual equipment that was provided.
- 4. <u>INVOICES</u>: The Successful Bidder will submit accurate invoices within thirty (30) days of completion of the work, services, or products provided. Payment will be made after inspection and acceptance of the work, services, and products rendered by the received invoice.
- 5. <u>PROJECT DIRECTOR</u>: The Project Director is the Chief Information Officer for the Agency. The Project Director's office is located in Juneau, Alaska.
- 6. <u>SUCCESSFUL BIDDER'S REPRESENTATIVE(S)</u>: To facilitate contract administration by the Project Director and authorized Agency representatives:
 - a. The Successful Bidder shall provide at least one (1) individual who will represent the Successful Bidder in every aspect required by this RFQ. The individual required under this paragraph must be the Successful Bidder's Project Manager. The individual described under this paragraph must be identified by the Bidder and available within 24 hours of entering into the Contract resulting from this RFQ. The individual and their availability must be satisfactory to the Agency.
 - b. The Successful Bidder's Representative(s) shall be available Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Alaska Time, for the purpose of receiving calls and emails from the Agency. The appropriate phone numbers and email address shall be supplied to the Agency upon execution of the resulting Contract.

7. <u>SUCCESSFUL BIDDER'S DUTIES</u>

a. The Successful Bidder's authorized representative(s) shall act as liaison to the Agency.

- b. The Successful Bidder shall ensure that the work, services, and products provided will meet the requirements and expectations described in this RFQ.
- c. The Successful Bidder is responsible for providing updates to the Project Director regarding the status of the order after execution of the Contract resulting from this RFQ.
- 8. <u>PERFORMANCE REQUIREMENTS OF SUCESSFUL BIDDERS PROJECT MANAGER</u>: The Successful Bidders Project Manager must possess the knowledge, skills, abilities, and characteristics listed below:
 - a. English Proficiency (e.g., reading, writing, speaking, listening);
 - b. Interpersonal skills, including, but not limited to, clear communication, active listening, polite customer service, and patience;

2.05 DELIVERY LOCATION

The location that the telephone equipment is to be delivered or shipped to is:

Legislative Affairs Agency Attn: DTI State Capitol 120 4th Street, Rm. 3 Juneau, Alaska 99801

SECTION THREE – RFO FORMS 3.01 RFO BID SUBMISSION FORM

RFO Number: 683

RFQ Title and Description: Alaska State Legislature Telephone System Equipment

BIDDER

Contractor

Address:

City, State, Zip Code:______ Telephone No.: _____Email address:_____ Alaska Business License No.:

BID FOR THE WORK, SERVICES, AND PRODUCTS REQUESTED

The Bidder hereby provides the price(s) listed below in accordance with the RFO as the Total Proposed Contract Prices for the work, services, and telephone equipment described in RFQ 683. Below represents the pricing for each piece of telephone equipment that will be made a part of the resulting Contract. The representations in the categories below are for evaluation purposes and to establish the Contract prices of the telephone equipment that is to be provided by the Successful Bidder for the Contract. The prices provided shall all-inclusive of all costs associated with administration, freight, supplies, materials, warranties, and all other necessary tools to complete the work, services, and provide the telephone equipment as required in this RFO.

Prices for all Telephone Equipment listed in this RFQ:

Item	Product Description and Mfg. Part #	Unit of Measure	Quantity	Unit Price	Extended Price	
1.	Poly Edge E350 IP Phone – Corded/Cordless-Wi-Fi, Bluetooth MFG Part: 82M89AA	Each	475	\$	\$	
2.	Poly Edge E450 IP Phone – Corded/Cordless-Wi-Fi, Bluetooth MFG Part: 82M90AA	Each	148	\$	\$	
3.	Poly Edge E550 IP Phone – Corded/Cordless-Wi-Fi, Bluetooth MFG Part: 82M90AA	Each	143	\$	\$	
4. Total of all Extended Prices for Items 1. – 3. (Total Bid Price used for evaluation of bids and to establish Contract Prices with Successful Bidder) = \$						

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 RFQ; (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; (g) that the Bids will remain open and valid for at least 120 days from date of submission of Bid 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 a Bidder fails to comply with (a) through (h) of this paragraph, the Agency reserves the right to disregard the bid.

COMPANY NAME OF BIDDER:

AUTHORIZED SIGNATURE:

PRINTED NAME:

DATE:

RFQ 683 Alaska State Legislature Telephone System Equipment Issued By: JC Kestel, Procurement Manager, Legislative Affairs Agency Issue Date: April 4, 2025