

# INVITATION TO BID (ITB) NUMBER

# 210000008

**RETURN THIS BID TO THE ISSUING OFFICE AT:**



Alaska Department of Fish and Game  
Division of Administrative Services  
Procurement Office  
PO Box 115526  
1255 West 8<sup>th</sup> St  
Juneau, AK 99801

**THIS IS NOT AN ORDER**

**DATE ITB ISSUED:** 9/28/2020

**ITB TITLE:** DIDSON/ARIS Sonars and Related Equipment

**SEALED BIDS MUST BE SUBMITTED TO THE ABOVE ADDRESS AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO 1:30 PM ON 10/21/2020, AT WHICH TIME THEY WILL BE PUBLICLY OPENED.**

**DELIVERY LOCATION:** Throughout, Alaska

**DELIVERY DATE:** As Needed

**F.O.B. POINT:** FINAL DESTINATION

**IMPORTANT NOTICE:** If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive notification of subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.

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

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

If a bidder fails to comply with (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. If a bidder fails to comply with (2) of this paragraph, the state may reject the bid, terminate the contract, or consider the contractor in default. Bids must be also submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference.

Dave Mitchell	_____	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER PREFERENCE?
Procurement Specialist III	COMPANY SUBMITTING BID	[ ] YES [ ] NO
(907) 465-4131 P	_____	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE?
(907) 465-6181 F	AUTHORIZED SIGNATURE	[ ] YES [ ] NO
dave.mitchell@alaska.gov	_____	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
	PRINTED NAME	
	_____	
	DATE	_____
		E-MAIL ADDRESS
_____	_____	_____
ALASKA BUSINESS LICENSE NUMBER	FEDERAL TAX ID NUMBER	TELEPHONE NUMBER

**INSTRUCTIONS TO BIDDERS:**

**1. INVITATION TO BID (ITB) REVIEW:** Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.

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

**3. SUBMITTING BIDS:** Envelopes containing bids must be sealed, marked, and addressed as shown in the example below. Do not put the ITB number and opening date on the envelope of a request for bid information. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time.

<p>Bidder's Return Address</p> <p>Alaska Department of Fish and Game Division of Administrative Services Procurement Office PO Box 115526 1255 West 8<sup>th</sup> St Juneau, AK 99801</p> <p>ITB No.: 210000008</p> <p>Opening Date: <u>10/21/2020</u></p>
---

**ELECTRONIC BID SUBMISSION:** Bids may be emailed to [dfg.contracting@alaska.gov](mailto:dfg.contracting@alaska.gov), no later than the date and time listed on page one of this ITB as the deadline for receipt of bids, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. The entire bid, including all amendments, must be received no later than the deadline for receipt of bids. It is the bidder's responsibility to contact the issuing office at (907)465-4131 to confirm that the entire bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

**4. PRICES:** The bidder shall state prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
- "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers.
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

**5. VENDOR TAX ID NUMBER:** If goods or services procured through this ITB are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

**6. FILING A PROTEST:** A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with Alaska Statutes (AS) 36.30.560-36.30.610.

**CONDITIONS:**

- 1. AUTHORITY:** This ITB is written in accordance with AS 36.30 and 2 AAC 12.
- 2. COMPLIANCE:** In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
- 3. SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.
- 4. SPECIFICATIONS:** Unless otherwise specified in the ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.
- 5. FIRM OFFER:** For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.
- 6. EXTENSION OF PRICES:** In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.
- 7. BID PREPARATION COSTS:** The State is not liable for any costs incurred by the bidder in bid preparation.
- 8. CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the State, be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "INSTRUCTION TO BIDDERS", "FILING A PROTEST" above.
- 9. CONTRACT FUNDING:** Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
- 10. CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.
- 11. ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the State of Alaska, Department of Administration, Division of General Services. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.
- 12. SUBCONTRACTOR(S):** Within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.
- 13. FORCE MAJEURE (Impossibility to perform):** The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
- 14. LATE BIDS:** Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.
- 15. CONTRACT EXTENSION:** Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.
- 16. DEFAULT:** In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
- 17. DISPUTES:** Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.
- 18. CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.
- 19. SEVERABILITY:** If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

### **SPECIAL CONDITIONS:**

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

**2. BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

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

### **PREFERENCES:**

**1. ALASKA BIDDER PREFERENCE:** Award will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license at the time designated in the invitation to bid for bid opening; (2) submits a bid for goods or services under the name on the 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 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. AS 36.30.170, AS 36.30.321(a) and AS 36.30.990[25]

**2. ALASKA VETERAN PREFERENCE:** If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990[25] and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed \$5,000. 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 governments, or the general public - AS 36.30.321(i).

**3. 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.

**4. LOCAL AGRICULTURAL AND FISHERIES PRODUCTS 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.

**5. ALASKA PRODUCT PREFERENCE:** A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

**6. EMPLOYMENT PROGRAM PREFERENCE:** If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990[25], and is offering goods or services through an employment program as defined under 36.30.990(11), they will be awarded an Employment Program Preference of fifteen percent (15%) in accordance with AS 36.30.321(b).

**7. ALASKANS WITH DISABILITIES PREFERENCE:** If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990[25], and is a qualifying entity as defined in AS 36.30.321(d), they will be awarded an Alaskans with Disabilities Preference of ten percent (10%) in accordance with AS 36.30.321(d). A bidder may not receive both an Employment Program Preference and an Alaskans with Disabilities Preference.

**8. PREFERENCE QUALIFICATION LETTER:** Regarding preferences 6 and 7 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan; [1] employment programs that qualify for preference, and [2] individuals who qualify for preference as Alaskan's with disabilities. In accordance with AS 36.30.321(i), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 6 or 7 above, an individual or business 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.

**ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES:** Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license at the time designated for bid opening. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses.

Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license;
- (b) certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid (see front page);
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized affidavit that the bidder has applied and paid for the Alaska business license.

**ALASKA BIDDER PREFERENCE:** An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to a bidder who:

- (1) holds a current Alaska business license at the time designated for bid opening.
- (2) submits a proposal 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 Affidavit**

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

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

If the bidder is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the 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.

**BIDDERS WITH DISABILITIES:** The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the Contracting Officer one of the following numbers no later than 10 days prior to bid opening to make any necessary arrangements.

Telephone: (907) 465-4131

Fax: (907) 465-6181

TDD: (907) 465-3646

**COMPLIANCE WITH ADA:** By signature of their bid the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.

Services or activities furnished to the general public on behalf of the state must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

**PREFERENCE QUALIFICATION:** In order to qualify for an Alaska Veterans Preference, Employment Program Preference, or Alaskans with Disabilities Preference, a bidder must add value by actually performing; controlling, managing, and supervising the services provided, or a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

**CONTRACT PERFORMANCE LOCATION:** 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.

**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/g/tip/>

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

**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 contracting officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the contracting officer does so without a contract and at their own risk.

**PAYMENT FOR STATE PURCHASES:** Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 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.

**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. **The State cannot Indemnify the Contractor Bids requiring this will be rejected as non-responsive.**

**INSURANCE:** Without limiting contractor's indemnification, it is agreed that 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 contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

Failure to supply satisfactory proof of insurance within the time required will cause the state to declare the bidder non-responsible and to reject the bid.

**BRAND AND MODEL OFFERED**: Unless otherwise specified, when brand names and model numbers are used to specify the type and quality of the goods desired, bidders must clearly indicate the brand names and model numbers they intend to provide. The bidder's failure to identify the brand and model offered will cause the state to consider the offer non-responsive and reject the bid.

**FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER**: Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness. **Bids which require acceptance of a bidder's supplemental terms or require modification to the ITB terms are at risk of being rejected as non-responsive.**

**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.

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

**ALTERATIONS**: The contractor must obtain the written approval from the contracting officer prior to making any alterations to the specifications contained in this ITB. The state will not pay for alterations that are not approved in advance and in writing by the contracting officer.

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

**INVOICES**: Invoices must be sent directly to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering agency will only make payment after it receives the merchandise or service and the invoice. Question concerning payment must be addressed to the ordering agency.



**THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED:** Because of the additional administrative and accounting time required of state agencies when third party financing agreements are permitted, they will not be allowed under this contract.

**CONTINUING OBLIGATION OF CONTRACTOR:** Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By signature on the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

**PACKAGING:** The cost of all packaging must be included in the price bid. All packaging must be new and suitable for shipment and short-term warehouse storage.

**WARRANTY:** The contractor warrants every unit purchased against faulty materials and workmanship for a minimum period of at least Three Months (90 Days). If, during this period, faults develop with the unit or components of the unit, they will be repaired or replaced without any cost, including any transportation or freight cost, to the state. Bids, which include supplemental warranties, will be accepted, but supplemental warranties that conflict with or diminish the state's rights under this warranty clause will be considered null and void. The state is not responsible for identifying conflicting warranty conditions before issuing a contract award. After award of the contract:

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

**CONTRACT CANCELLATION:** The state reserves the right to cancel the contract at its convenience upon 30 calendar days written notice to the contractor. The state is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.

**METHOD OF AWARD:** Award will be to the lowest responsive and responsible bidder.

**ITB 210000008**  
**CONTRACT SPECIFIC INFORMATION**

**CONTRACT INTENT:** This Invitation to Bid (ITB) is intended to result in a long-term contract (Master Agreement) for the purchase of DIDSON and ARIS Sonars and related support equipment. Orders will be placed for delivery throughout Alaska, on an as-needed basis for the Department of Fish and Game.

**CONTRACT ADMINISTRATION:** The administration of this contract is the responsibility of Dave Mitchell, contracting officer, Department of Fish and Game.

**CONTRACT PERIOD:** The length of the contract will be from the date of award through December 31, 2025, with the option to renew for one additional five-year term under the same terms and conditions as the original contract. Renewals are to be exercised solely by the state.

**F.O.B. POINT:** Final destination, anywhere in Alaska; freight prepaid by the contractor and charged-back to the state as a separate item on the state's invoice

**ADDITIONAL ITEMS:** The list in the bid schedule is the current list of specific items used by the State. It is anticipated that over time with technology and mission changes, other equipment and options may be required. When a need arises, the State will request item pricing from the Contractor and add those items to the Master Agreement. It is anticipated that the contract will be amended regularly to add new items.

**ITEM UPGRADES:** The state reserves the right to accept upgrades to items and replace part numbers on the basic contract when the upgrades improve the way the equipment operates, improve the accuracy of the equipment or provide a savings to the State.

**CONTRACT PRICE ADJUSTMENTS:** Pricing shall remain firm for the initial year of the contract. The contractor may request a price adjustment, in writing, by December 1, of each year. If a contractor fails to request a price adjustment by December 1, the adjustment will be effective 30 days after the state receives their written request.

Said price increase may not, under any circumstances, exceed 2.5 percent of the price of the contract for the preceding 12 months. No retroactive contract price adjustments will be allowed.

**PRICE DECREASES:** During the period of the contract all price decreases experienced by the contractor must be passed on to the state. A contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract.

**F.O.B. POINT:** Final destination, freight prepaid by the contractor and charged-back to the state as a separate item on the state's invoice.

**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.

**ESTIMATED QUANTITIES:** The quantities referenced in this ITB are for bid purposes only and not actual quantities that the State intends to order. The state does not guarantee any minimum purchase. Orders will be issued throughout the contract period on an as-needed basis.

**Alaska Department of Fish and Game**

**ITB 210000008**

**BID SCHEDULE (Page 1)**

		<b>DIDSON Sonars and Accessories</b>	
<b>ITEM</b>	<b>PART NUMBER</b>	<b>ITEM DESCRIPTION</b>	<b>BID PRICE</b>
1	12001	DIDSON Sonar System: DIDSON Sonar, 1.8 & 1.1 MHz, 300m Depth Rating; Software; Operation Handbook; 15m Cable; Ethernet Cable; Video PatchCable; Topside Box; Lens Fluid Replacement Kit; O-Ring Kit; 30 W Power Supply; Black Transit Case; and One Year Warranty	
2	12759	DIDSON Telephoto Lens Set	
3	12056	Front Lens, DIDSON 300m	
4	12884	Concentrator Lens, DIDSON, 1 Degree	
5	12894	Concentrator Lens, DIDSON, 3 Degrees	
6	12889	Concentrator Lens, DIDSON, 8 Degrees	
7	12922	Spreader Lens, DIDSON, 14 Degrees (for DIDSON telephoto lens package only)	
8	12887	Spreader Lens, DIDSON, 28 Degrees	
9	12507	Topside Box (connects power and computer network to DIDSON)	
10	13040	Cable Assembly, DIDSON - 150m Length	
11	13039	Cable Assembly, DIDSON - 60m Length	
12	13037	Cable Assembly, DIDSON - 30m Length	
13	13036	Cable Assembly, DIDSON - 15m Length	
14	13041	Cable Assembly, DIDSON - 3m Length	
15	13042	Cable Assembly, DIDSON - 3m Length Mating Whip (one end terminated)	
16	13121	Connector, Dummy Cap, Cable, MHDG-SCR	
17	12371	Connector, Dummy Cap, Bulkhead, MHDG-SCR	
18	13434.A	Telescoping Pole, Articulating Knuckle and DIDSON Mounting Bracket	
19	13019	Lens Fluid Replacement Kit, DIDSON	
20	13193	Lens Fluid, 60ml, DIDSON	
21	12095	Zinc Anode (G-625)	
22	12367	DIDSON X2 ROTATOR (includes sonar mount, pivot/tilt/roll bracket, bottom pan/tilt bracket, 30" cable, hardware kit, case)	

**Alaska Department of Fish and Game**

**ITB 210000008**

**BID SCHEDULE (Page 2)**

<b>ARIS Sonars and Accessories</b>			
<b>ITEM</b>	<b>PART NUMBER</b>	<b>ITEM DESCRIPTION</b>	<b>BID PRICE</b>
23	21001	ARIS Explorer 3000: 3.0 & 1.8 MHz, 300m Rated; Command Module; ARIScope Software; Power Supply; 15m Cable; Getting Started Manual; Transit Case; and One Year Warranty	
24	21002	ARIS Explorer 1800: 1.8 & 1.1 MHz, 300m Depth Rated; Command Module; ARIScope Software; Power Supply; 15m Cable; Getting Started Manual; Transit Case; and One Year Warranty	
25	21003	ARIS Explorer 1200: 1.2 & 0.7 MHz, 300m Depth Rated; Command Module; ARIScope Software; Power Supply; 15m Cable; Getting Started Manual; Transit Case; and One Year Warranty	
26	21005	AR3 Rotator Package: 3-Axis, 300m Depth Rated Rotator Compatible with ARIS Explorer 3000, 1800 or 1200; Joystick; Interconnecting Cable; Brackets; Power Supply; Getting Started Manual; Transit Case; and One Year Warranty	
27	21004	AR2 Rotator Package: 2-Axis, 300m Depth Rated Rotator Compatible with ARIS Explorer 3000, 1800 or 1200; Interconnecting Cable; Brackets; Power Supply; Getting Started Manual; Transit Case; and One Year Warranty	
28	15736	AR2 Rotator Upgrade to AR3 Package: 3rd Axis Arm; Joystick; Interconnecting Cable; Mounting Bracket; Getting Started Manual; Transit Case; and One Year Warranty	
29	14034	Telephoto Lens Package, ARIS Explorer 1800 or 1200	
30	15450	Lens Kit, Concentrator, ARIS Explorer 3000, 1 Degree	
31	15441	Lens Kit, Spreader, ARIS Explorer 3000, 28 Degrees	
32	14501	Lens Kit, Concentrator, ARIS Explorer 1800 or 1200, 1 Degree	
33	14504	Lens Kit, Concentrator, ARIS Explorer 1800 or 1200, 3 Degrees	
34	14507	Lens Kit, Concentrator, ARIS Explorer 1800 or 1200, 8 Degrees	
35	13499	Lens Kit, Spreader, ARIS Explorer 1800 or 1200, 14 Degrees (Telephoto Lens Package only )	
36	14511	Lens Kit, Spreader, ARIS Explorer 1800 or 1200, 28 Degrees	
37	15279	Replacement Forward Lens, ARIS Explorer 3000	
38	15280	Replacement Forward Lens, ARIS Explorer 1800/ARIS Explorer 1200	
39	14041	Replacement Telephoto Lens, ARIS Explorer 1800/ARIS Explorer 1200	
40	15285	Kit, Lens Fluid Fill, ARIS, 60 mL	

**Alaska Department of Fish and Game**  
**ITB 210000008**  
**BID SCHEDULE (Page 3)**

ITEM	PART NUMBER	ITEM DESCRIPTION	BID PRICE
41	13470	Command Module, ARIS Explorer	
42	16335	Cable Assembly with Case, ARIS, 150m Length	
43	16334	Cable Assembly with Case, ARIS, 60m Length	
44	16332	Cable Assembly with Reel, ARIS, 60m Length	
45	16331	Cable Assembly with Case, ARIS, 30m Length	
46	16330	Cable Assembly with Reel, ARIS, 15m Length	
47	13532	Cable Assembly, ARIS Explorer, 3m Length	
48	13487	Cable Assembly, ARIS Explorer, 3m Length Whip (one end terminated )	
49	15084	Connector, Cable Sealing Cap, Cables	
50	15245	Telescoping Pole, Articulating Knuckle and ARIS Mounting Bracket	
51	15056	Silt Protection Plug Kit, ARIS	
52	15293	Silt Strip Replacement Kit (3 Strips)	
53	15055	Zinc Anode Replacement Kit, ARIS & AR3	
54	15292	Zinc Anode Replacement Kit, AR2	
55	15043	Connector Protectant Spray, ARIS	
56	15486	Interconnecting Cable Assembly, AR3 Rotator	
57	14366	Interconnecting Cable Assembly, AR2 Rotator	
58	16323	Power Supply with Power Cable, ARIS Explorer	
59	16324	Power Supply with Power Cable, ARIS Explorer with Rotator	
60	14512	Command Module Ethernet Cable, ARIS Explorer	
		<b>Total Bid Price for 1 Each of ALL Items:</b>	

This is not an order; orders will be placed as needed throughout the term of the contract and actual quantities will vary.

BIDDERS ORDER ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Award will be made to the lowest responsive and responsible bidder.