

INVITATION TO BID NO. 2022B062

| Issue Date | Time and Date of Opening | Buyer | Phone Number |
|------------|-----------------------------------------|---------------|--------------|
| 10/13/22 | 9:30 A.M. Alaska Time, October 28, 2022 | Vanisha Wyche | 907-343-4590 |

ITB No. **2022B062** –Provide **LenelS2 OnGuard & Milestone Software and Hardware** to the Municipality of Anchorage (MOA), **Port of Alaska (POA)**.

| | | |
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To be considered for award bids **will**:

- Be submitted on the forms provided with this ITB and signed (either manually, electronically, or digitally) by an authorized representative of the bidder;
- Be received by the Purchasing Office, 632 W. 6th Avenue, Suite 520, Anchorage, AK 99501, **prior** to the time and date set for the bid opening (time and date of bid receipt will be determined by the time/date stamp in the Purchasing Department);
- Be time and date stamped by the Purchasing Office;
- Be in a sealed envelope in accordance with Special Provisions, Paragraph 7; and,
- Acknowledge all ITB addendums; if any (failure to acknowledge Addenda may result in bid being considered non-responsive.)
- **Faxed or emailed bids will NOT be accepted unless noted otherwise in the bid documents.**

Bids not in compliance with the above requirements may be declared non-responsive and held unopened by the Purchasing Department. The MOA reserves the right to accept or reject any and all bids.

This ITB is available electronically (.pdf) at the MOA, Purchasing Office's website; <http://www.muni.org/Departments/purchasing/Pages/bidding.aspx>. The bidder is responsible for periodically checking the MOA Purchasing website for any addenda.

Bidders interested in participating via teleconference will call 1-907-343-6089 no earlier than **9:25 A.M. Alaska Time, October 28, 2022**. It is respectfully requested bidders participating in the pre-bid conference via teleconference to please use a land line. **FOR AUXILIARY AIDS, SERVICES, OR SPECIAL MODIFICATIONS TO PARTICIPATE PLEASE CONTACT THE PURCHASING DEPARTMENT AT 907-343-4590 TO REQUEST REASONABLE ACCOMMODATIONS; OR VIA EMAIL AT WWPUR@MUNI.ORG.**

Questions regarding this ITB **will** be submitted in writing via email to wwpur@muni.org. Written questions **will** be received no later than **12:00 P.M. Alaska Time, October 18, 2022**. Questions will include the Buyer's name, the ITB number and ITB Title, on the subject line.

The MOA Purchasing Office is open from 8:00am to 5:00pm Monday through Friday, excluding MOA Holidays.

MUNICIPALITY OF ANCHORAGE



Nikki Martindale
Deputy Purchasing Director

GENERAL PROVISIONS

The attached provisions, as modified by any addendum hereto, will become a part of any Purchase Order resulting from this Invitation to Bid. The Vendor by his acceptance of this order agrees thereto:

1. No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of this order will be effective without prior consent of the Purchasing Director.
2. No charges will be allowed for packing, wrapping, bags, containers, reels, etc., unless otherwise specified.
3. Time of delivery is part of the essence of this contract and the **order is subject to cancellation for failure to deliver on time.**
4. For any exception to the delivery date as specified on this purchase order, the Vendor will give prior notification and obtain approval thereto from the Purchasing Director.
5. Shipping Instructions: Unless otherwise specified, please ship prepaid via cheapest common carrier FOB Destination. The MOA cannot accept COD Shipments.
6. Materials purchased are subject to the approval of the MOA and, if rejected, are held subject to the Vendor's risk and expenses incurred for their return as approved by the Purchasing Officer.
7. Purchase Order number *WILL* appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence.
8. Memorandum of contents will be enclosed in each box or package.
9. The vendor agrees to protect the MOA against all claims for patent or franchise infringement arising from the purchase, installation, or use of the material ordered on this contract, and to assume all expense and damage arising from such claims.
10. If price is not stated on this order, it is agreed that the goods will be billed at the price last quoted or paid, or the prevailing market price, whichever is lower.
11. It is agreed that the waiver or acceptance of any breach of any of the terms of this order will not operate to relieve the Vendor of the responsibility herein under for any prior to subsequent breach.
12. All specifications and plans referred to in this order will form a part of the contract.
13. The Vendor warrants articles supplied under this contract to conform to specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material and workmanship, and free from defect.
14. Cash discount period on all invoices will commence on the date the shipment is received by the MOA. If an adjustment or damage occurs on a shipment subject to cash discount, the discount period will commence on the date the shipment is finally accepted.
15. The MOA is exempt from Federal Excise and Transportation Taxes. Exemption certificates will be furnished upon request.
16. Liens: Vendor, by accepting this purchase order, warrants and represents that the goods, wares or merchandise ordered herein are free and clear from all claims and liens of whatsoever nature.
17. Upon opening bid, abstracts will be posted and available on The MOA Website: www.muni.org
18. ANTI-DISCRIMINATION: During the performance of this contract the contractor agrees as follows:
 - (A) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status or mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to the characteristics listed above. Such action will include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The contractor will comply with all laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7 of the Anchorage Municipal Code.
 - (B) The Contractor will state, in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, or gender identity, marital status, or physical or mental handicap.

GENERAL PROVISIONS (Continued)

- (C) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and will post copies of the notice in conspicuous places available to employees and applicants for employment.
- (D) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (E) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the owner of any one the owner will designate for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (F) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further contracts.

In accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (G) By submitting a bid, the contractor certifies they are an equal opportunity employer and will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or physical or mental disability. The contractor will comply with all laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7 of the Anchorage Municipal Code.
- (H) The contractor will include the provisions of paragraph 18 (A) through (G) in every subcontract or purchase order unless exempted by rules and regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the owner may direct as a means of enforcing said provisions, including sanctions for noncompliance.

SPECIAL PROVISIONS

1. Any bid not meeting the requirements of this Invitation to Bid may be considered non-responsive.
2. Any bids quoting other than F.O.B. Destination, including freight, will be considered non-responsive. **Destination is: Office of Information Technology Department 632 W 6th Ave, Suite 430, Anchorage, AK 99501.**
3. Bids **will not be withdrawn for a period of forty-five (45) days** from date of bid opening.
4. The MOA will not be responsible for any bid preparation costs; including but not limited to costs associated with attending the pre-bid conference.
5. The MOA will not be responsible for any costs, including attorney fees (administrative, judicial or otherwise), associated with any challenge as to the determination of the lowest responsive and responsible bidder and/or award of contract, and/or rejection of bids. By submitting a bid, the bidder agrees to be bound in this respect and waives all claims to such costs and fees.
6. The MOA assumes no responsibility for any interpretations or representations made by any of its officers or agents unless such interpretations or representations are made by Addendum to this Solicitation.
7. **Bids will be submitted in a sealed envelope addressed to the MOA Purchasing Department, 632 W. 6th Avenue, Suite 520, Anchorage, AK 99501 and will include the following, clearly and legibly written/typed on the outside of the envelope:**
 - a. **Bidder's Name (as indicated on Business License), Address, City, State, and Zip Code**
 - b. **Invitation to Bid #, Invitation to Bid Title and Buyer's Name**
8. At the above indicated time, bids will be opened publicly and read aloud. Bids received after the scheduled bid opening date and time or bids not containing the Purchasing Office time and date stamp will not be considered and will be held unopened by the Purchasing Department.
9. **NO RESPONSIBILITY WILL ATTACH TO ANY OFFICER FOR THE PREMATURE OPENING OF, OR THE FAILURE TO OPEN, A BID NOT PROPERLY ADDRESSED AND IDENTIFIED.**

SPECIAL PROVISIONS (Continued)

10. A bidder may withdraw, modify, or correct their bid after it has been deposited with the Purchasing Department. Requests for withdrawal, modification, or correction will be in writing and received by an agent of the MOA Purchasing Department. Requests for withdrawal, modification, or correction will be received **before** the time set for bid opening. Modified or corrected bids will be signed by an authorized bidder representative. Facsimile or emailed modifications or corrections **WILL NOT** be accepted. Modified or corrected bids will be received prior to the date and time set for bid opening. No bidder will be permitted to withdraw an offer after the time set for bids to be opened.
11. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer or vendor name, trade name, catalog number, etc., it is intended merely to establish a standard; unless otherwise specified in the Invitation to Bid. Any material, article, or equipment of other manufacturers and vendors which meet the form, fit, and function imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the MOA, of equal substance in form, fit and function. Any item quoted, as "equal" will be accompanied by complete data and/or brochures to be used in evaluation.
12. Alternate bids are not encouraged unless specifically requested. However, if an alternate bid is submitted, the MOA will have sole discretion in either accepting or rejecting each alternate offered.
13. The Office of the Purchasing Director is located at 632 W. 6th Avenue, Suite 520, Anchorage, Alaska 99501, and is open for business from 8:00am to 5:00pm, Monday – Friday, Excluding MOA Holidays. Acceptance of special delivery mail is not available Saturday or Sunday.
14. The following will be held in the MOA Purchasing Office, 632 W. 6th Ave, Suite 525, Anchorage, AK 99501:

| | |
|------------------------|-----------------------------------------------|
| Bids Opened at: | 9:30 A.M. Alaska Time, October 28 2022 |
|------------------------|-----------------------------------------------|

15. If more than one bid is offered by any one party for the same product, by or in the name of his clerk, partner, or other person, all such bids will be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a bid directly for the work.
16. The MOA may reject any unbalanced bid if it is in the best interest of the MOA. A bid is considered unbalanced, when in the opinion of the Purchasing Director, the bid allocates a disproportionate share of costs to one or more bid items and reduces the costs of another bid item or items, and if there is a reasonable possibility that the bid will not result in the lowest overall cost to the MOA.
17. When the Bidding Documents contain a basic bid and additive alternates, the low Bidder will be determined by the lowest combination of the basic bid and as many additive alternates as may be chosen in the order listed in the Bid. The Purchasing Director may bypass any additive alternate whose selection would cause the Contract to exceed the funds available.
18. The Purchasing Director will use the list of priorities in the bid schedule to determine the low bidder only. After determining the low bidder, an award may be made on any combination of the bid items provided: (1) it is in the best interest of the MOA; (2) funds are available at the time of award; and (3) the low bidder's price for the combination to be awarded is less than the price offered by any other responsive, responsible bidder.
19. The MOA standard payment terms are NET 30. Bidders may offer discounts for prompt payment. The minimum prompt payment terms acceptable to the MOA is 1% and net 15 days. Prompt payment terms will be utilized to determine final net price offered. Any prompt payment terms lower than 1% and net 15 will result in payment terms of NET 30. If bid includes prompt payment terms, bidder will include payment terms on the Bid Proposal Page. **NOTE: The prompt payment period will commence upon receipt and acceptance of the supply/service or receipt of a valid invoice; whichever occurs last.**
20. The MOA desires to utilize the MOA Procurement Card (credit card) for purchases made against this ITB. Bidder will indicate on the Bid Proposal Page if the MOA Procurement Card is acceptable.

BIDDER'S CHECK LIST

I. GENERAL

Bidders are advised, notwithstanding any instructions or implications elsewhere in this Invitation to Bid, only the documents shown and detailed on this sheet need be submitted with and made part of their bid. Other documents may be required to be submitted after bid opening, but prior to award. Bidders are hereby advised failure to submit all required documents shall be justification for rendering the bid non-responsive. Evaluation of bids for responsiveness shall be accomplished in accordance with Anchorage Municipal Code, Title 7.

II. REQUIRED DOCUMENTS FOR BID

- A. BID PROPOSAL: Pages 6-8. **Page 8** shall be signed by an authorized representative of the Bidder.
- B. ADDENDA: All addenda issued against this Invitation to Bid shall be acknowledged on the Bid Proposal page or by manually signing the Addenda sheet(s) and submitting the Addenda sheet(s) to the Municipality Purchasing Office prior to the time and date set for bid opening.
- C. The Bidder must be a current, authorized reseller for the LenelS2 OnGuard product and manufacturer, and **provide evidence thereof with the submission**. Proper licensing should be procured to enable Milestone XProtect video into the LenelS2 OnGuard system and OnGuard access control event data into the XProtect system. The awarded integrator must be a certified LenelS2 authorized OnGuard integrator who is also certified with Milestone XProtect Advanced Products and all Milestone products must be procured through LenelS2.

III. RESPONSIBLE BIDDER/CONTRACTOR QUESTIONNAIRE – IF APPLICABLE

Per AMC 7.20.030.B. the required certifications or disclosures must be submitted to the Purchasing Officer within five calendar (5) days of the request of Purchasing. The certifications and disclosures will be utilized by the Purchasing Officer to determine vendor responsibility. The required questionnaire is attached for review.

(Remainder of Page Intentionally left Blank)

BID PROPOSAL

| Item | Description | Serial Number | Manufacture # | Qty | UNIT | UNIT PRICE | EXTENDED PRICE |
|------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|-----------------|-------------------|-----|------|------------|----------------|
| No Hardware Substitution Allowed / New Hardware Only MileStone license #M01-C02-203-01-6C4270 Upgrade and Renewal | | | | | | | |
| 1 | OnGuardPro; 0 - 128 Doors | SWS-PRO | Lenel | 1 | EACH | \$ _____ | \$ _____ |
| 2 | OnGuardPro; Maintenance Tier 1 | SUSP-PRO-TR-1 | Lenel | 1 | EACH | \$ _____ | \$ _____ |
| 3 | OnGuard Basic; Basic License for Integration of Milestone | ML-OGINT-PROENT | Lenel | 1 | EACH | \$ _____ | \$ _____ |
| 4 | Video Channel License for Milestone | ML-ONG-VIDINT | Lenel | 80 | EACH | \$ _____ | \$ _____ |
| 5 | Client View STD Seat; Concurrent seat cost | SWC-ADV | Lenel | 15 | EACH | \$ _____ | \$ _____ |
| 6 | Client View ADV; with Badge Advance Feature | SWC-IDADV | Lenel | 2 | EACH | \$ _____ | \$ _____ |
| 7 | Controller 2220; Intelligent Controller board | LNL-X2220 | Lenel | 12 | EACH | \$ _____ | \$ _____ |
| 8 | Controller 1320; Controller (2 door) Card | LNL-1320-S3 | Lenel | 16 | EACH | \$ _____ | \$ _____ |
| 9 | 1320 SurCharge; Supply Sur-charge | 1320-SCHRG-VAR | Lenel | 16 | EACH | \$ _____ | \$ _____ |
| 10 | OnGuard Deployment – Standalone | PES-IDP-PROI | Lenel | 1 | EACH | \$ _____ | \$ _____ |
| 11 | Program Management w/ Dedicated Project Manager | PES-PRM-CFQ | Lenel | 1 | EACH | \$ _____ | \$ _____ |
| 12 | Trade-in AAC license for 1 Smart Client w/C-Plus | UXPAACL | Milestone Systems | -2 | EACH | \$ _____ | \$ _____ |
| 13 | Trade-in XProtect Expert DL w/ C-Plus | UXPETDL | Milestone Systems | -58 | EACH | \$ _____ | \$ _____ |
| 14 | Trade-in XProtect Expert BL w/ C-Plus | UXPETBL | Milestone Systems | -1 | EACH | \$ _____ | \$ _____ |
| 15 | XProtect Corporate Base License (BL) | XPCOBT | Milestone Systems | 1 | EACH | \$ _____ | \$ _____ |
| 16 | XProtect Corporate Device License (DL) | XPCODL | Milestone Systems | 58 | EACH | \$ _____ | \$ _____ |
| 17 | XProtect Smart Wall Base License (BL) | XPSWBL | Milestone Systems | 1 | EACH | \$ _____ | \$ _____ |
| 18 | Adv Audio Codec (AAC) Lic for 1 XP Smart Client | XPAACL | Milestone Systems | 2 | EACH | \$ _____ | \$ _____ |
| 19 | XProtect Incident Manager Base License (BL) | XPIMBL | Milestone Systems | 1 | EACH | \$ _____ | \$ _____ |
| 20 | 3 Years Care Plus for XProtect Corporate BL | Y3XPCOBT | Milestone Systems | 1 | EACH | \$ _____ | \$ _____ |

Vendor Name _____

BID PROPOSAL (CONTINUED)

| Item | Description | Serial Number | Manufacture # | Qty | UNIT | UNIT PRICE | EXTENDED PRICE |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|---------------|-------------------|-----|------|------------|----------------|
| No Hardware Substitution Allowed / New Hardware Only MileStone license #M01-C02-203-01-6C4270 Upgrade and Renewal | | | | | | | |
| 21 | 3 Years Care Plus for XProtect Corporate DL | Y3XPCODL | Milestone Systems | 58 | EACH | \$ _____ | \$ _____ |
| 22 | 3 Years Care Premium for XProtect Corporate BL | MCPR-Y3XPCOBT | Milestone Systems | 1 | EACH | \$ _____ | \$ _____ |
| 23 | 3 Years Care Premium for XProtect Corporate DL | MCPR-Y3XPCODL | Milestone Systems | 58 | EACH | \$ _____ | \$ _____ |
| Total (Items 1-23) | | | | | | \$ _____ | |
| <p align="center">Reseller must be a current, authorized reseller for the LenelS2 OnGuard product and manufacturer, and provide evidence thereof with the submission of this ITB. Proper licensing should be procured to enable Milestone XProtect video into the LenelS2 OnGuard system and OnGuard access control event data into the XProtect system. The awarded integrator must be a certified LenelS2 authorized OnGuard integrator who is also certified with Milestone XProtect Advanced Products and all Milestone products must be procured through LenelS2.</p> | | | | | | | |
| <p align="center">MOA will review any software licenses and/or support and maintenance agreement terms before final purchase - the resulting final documents will be referenced and attached to the invoice or order form and be included in the final Purchase Order.</p> | | | | | | | |

NOTE: Erasures or other changes made on the Bid Proposal page or the signature page shall be initialed by the person signing the bid.

| Prompt Payment Discount - Payment Terms Offered |
|------------------------------------------------------------------------------------------------------------------------------|
| _____% Net 15 OR Net 30 (default) 1% is the minimum amount allowed (As referenced in Special Provisions, paragraph 19) |

| Addendum Acknowledgement |
|--------------------------------------------|
| Number(s) _____ is/are hereby acknowledged |

The bidder will accept CREDIT CARDS FOR PURCHASES against this ITB.

- YES
- NO

BASIS OF AWARD

Award will be made to the lowest responsive and responsible bidder in accordance with Anchorage Municipal Code Sections 7.15.040, 7.20.020, 7.20.030, and 7.20.040, with preference to local bidders applied in accordance with Section 7.20.040. Evaluation for determining the lowest bid will be made in the **aggregate**. **TO BE CONSIDERED FOR AWARD ALL ITEMS MUST BE BID.** All items must be new and come with manufacturer's warranty, if supplied by the manufacturer. The purchasing Director will have the sole discretion to determine whether the bid submitted meets specifications of the Invitation to Bid, whether a bidder is responsive, and whether a deviation is material.

Vendor Name _____

BID PROPOSAL (CONTINUED)

DELIVERY STATEMENT

The MOA requires delivery of all items as soon as possible. The required delivery date is no later than 30 days after receipt of order (ARO). Any bids indicating a delivery date outside of the required delivery date may be considered non-responsive.

DELIVERY LOCATION:

Deliver to: Municipality of Anchorage
Office of Information Technology
632 W 6th Avenue, Suite 430
Anchorage, AK 99501

By submitting a bid, the bidder acknowledges receipt, has reviewed and has an understanding of all documents listed on the Invitation to Bid Cover Sheet. For purposes of bid evaluation and contract award, in the event of inconsistency between the unit price and extended amount, the unit price will govern.

Authorized Representative Signature

Date

Printed Name

Title

Printed Vendor Name

Phone Number

Mailing Address

Fax Number

City, State, Zip Code

Company Email Address

Physical Address of Company (if different from above)

City, State, Zip Code

By signing above the bidder certifies they are an equal opportunity employer and will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or physical or mental disability. The contractor will comply with all laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7 of the Anchorage Municipal Code.