



**PURCHASING OFFICE**  
**SOUTHCENTRAL FOUNDATION**  
**PROCUREMENT AND MATERIALS**  
**7033 E TUDOR DR.**  
**ANCHORAGE, AK 99507**

Invitation to Bid: SCF 24-1121

Title of ITB: SCF Information Technologies – Netskope – 36 Month Subscription

Bid Release Date: 2/2/2024

Bid Opening Date: 2/14/2024  
Bid Opening Time: 2:00 p.m. Alaska Time

Bid Opening Location: 7033 E. Tudor Rd Anchorage, AK 99507

Buyer: Donovan Fairbanks – Purchasing Agent

Phone: 907-729-6613

Fax: 907-729-6639

E-Mail: [dfairbanks@southcentralfoundation.com](mailto:dfairbanks@southcentralfoundation.com)  
[wnielsen@southcentralfoundation.com](mailto:wnielsen@southcentralfoundation.com)

**Important Notice:** You must register with the buyer listed in this document to receive any subsequent amendments. Failure to register with the buyer may result in the rejection of your bid.

**[CLICK HERE TO REGISTER WITH BUYER FOR THIS ITB](#)**

## SECTION I SPECIAL TERMS AND CONDITIONS

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- 1.0** Southcentral Foundation (hereafter called SCF) is soliciting sealed bids from qualified bidders to provide the following items and or services described in [Section III Specifications](#) and [Section IV Price Schedule](#). Bids will not be opened and read in a public opening, however, submitted bids from qualified bidders will be tabulated and notification of award will be sent to all qualified responsive and responsible bidders.

In order to be considered a qualified bidder, the bidder must meet the following criteria and submit any documentation and/or certifications as requested by Southcentral Foundation prior to award.

- A. Must be currently listed as an active vendor within the Southcentral Foundation vendor registration system or complete and submit an SCF vendor packet ([see Section VI for packet if needed](#)) for approval prior to award.
- B. Bidder must be a manufacturer of equipment or supplies and/or authorized distributor/reseller/representative of the products and services being offered.
- C. Bidder must have sales representation present in Alaska
- D. Bidder must employ or contract qualified personnel that are authorized to sell, install and service the equipment that is being supplied. (qualification documentation may be requested by SCF at its discretion)

- 2.0 INTENT:** This invitation to bid (ITB) is intended to result in the onetime purchase of equipment and supplies as listed in Section III Specifications and Section IV Price Schedule.

- 3.0 METHOD OF AWARD:** Award will be made on each individual lot as indicated in the price schedule to the lowest bid price, responsive, responsible, qualified bidder for each individual lot as described in [Section III Specifications](#) and [Section IV Price Schedule](#)

- 3.1 Bidders may submit their bid on any single lot or combination of any or all of the listed lots.
- 3.2 Lots with no unit cost or extended cost on the bidders submitted Section IV Bid Price Schedule will be tabulated as a no bid for that lot.
- 3.3 SCF may at its option; choose to award or not award any and/or all lots or a combination there of as listed in this ITB. ([see Section II item 27.0](#))

**4.0 FIRM OFFER:**

- 4.1 For the purpose of award, bid prices made in accordance with this ITB must be good and firm for a period of sixty (60) days from the date of bid opening.
- 4.2 NO RETROACTIVE PRICE INCREASES WILL BE ACCEPTED.

**5.0 DELIVERY and SHIPPING INFORMATION:**

- 5.1 All lots being offered and bid under this ITB must include any and all shipping and handling if applicable in the bid price to the FOB destination as listed in [Section 1, item 5.0](#) of this ITB.
- 5.2 Any lots and or items as noted that will require bidders' charges for un-packaging, installation, set-up, and training must be indicated in the set up and installation bid price area of the Section IV Bid Price Schedule.
- 5.3 Items and Lots purchased under this ITB will have minimum or maximum allowable delivery dates listed on the issued purchase order that will be required to be monitored by the winning bidder to ensure items are available and delivered within the allowable established dates. SCF anticipates delivery dates to be within 10 days of submittal of purchase order(subject to delivery date on issued purchase orders). Items that are delivered late or that do not conform to the specifications may be subject to assessed damages as listed in [Section 1 item 13.0](#)

## SECTION I SPECIAL TERMS AND CONDITIONS

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- 5.4 Southcentral Foundation currently works with a freight expediter (Span Alaska) that can facilitate and consolidate freight from across the United States into their central warehouse in Auburn Washington for shipping onto the final destination in Anchorage Alaska. Contact Span Alaska at 907-349-3606 and ask for Southcentral Foundations account manager if bidders would like information on using these services, or bidders may select their own shippers.

### 6.0 FOB DESTINATION:

FOB Final Destination:

Southcentral Foundation IT Services  
4160 Tudor Centre Drive  
Anchorage, AK 99508  
c/o Hutch White  
[hwhite@southcentralfoundation.com](mailto:hwhite@southcentralfoundation.com)

### 7.0 ITEMS OFFERED:

- 7.1 All items and equipment offered by bidder under this ITB must be new and of the manufacturers most current inventory and production items as listed in the manufacturer current model brochure and publicized specifications unless otherwise noted with the specifications of this ITB.
- 7.2 Equipment and items offered in response to this ITB must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered by the manufacturer. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to SCF. SCF will not accept remanufactured, used, or reconditioned equipment. It is the contractor's responsibility to ensure that each piece of equipment delivered to Southcentral Foundation complies with this requirement. A contractor's failure to comply with this requirement will cause Southcentral Foundation to seek remedies under [Section 1 item 13.0](#).
- 7.3 When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to SCF that the accessories are compatible. The bidder's failure to supply this evidence to SCF upon request within the time required will cause SCF to consider the bid non-responsive and reject the bid.

### 8.0 BRAND NAMES IN SPECIFICATIONS:

- 8.1 Brand Specific: Certain items requested in this ITB may be designated brand and model specific. When an item is so designated by this symbol, (\*) no substitutions for the brand and model specified will be accepted.

### 9.0 WARRANTY:

- 9.1 All goods are free of any claim of any nature by any third person and that Bidder will convey clear title to SCF,
- 9.2 Goods offered shall carry any applicable manufacturer's current advertised or printed warranty.
- 9.3 All goods sold will be of merchantable quality, free from all defects in design, workmanship and materials, and fit for the particular purposes for which they are purchased and that the goods and services are provided in strict accordance with the specifications, samples, drawings, designs or other requirements (including performance specifications) approved or adopted by SCF,
- 9.4 The prices for the goods or services sold to SCF under this Order are not less favorable than those currently extended to any other customer for the same or similar goods and/or services in equal or lesser quantities, and
- 9.5 Bidder shall not act in any fashion or take any action that will render SCF liable for a violation of any applicable anti-bribery legislation (including without limitation, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010),

## SECTION I SPECIAL TERMS AND CONDITIONS

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which prohibits the offering, giving, or promising to offer or give or receiving, directly or indirectly, money or anything of value to any third party to assist it, them or SCF in retaining or obtaining business or in procuring the goods or services.

### **10.0 IN SERVICE DATE:**

- 10.1 Warranty on equipment not placed in service immediately upon receipt because of time lag to construction delays and/or installation of special equipment, or other delay, shall be warranted from the date the equipment is placed in service. The contractor or SCF facilities department shall notify the vendor/manufacture in writing of the actual "in service" date. Notification of the requirement for delayed warranty will be provided on delivery orders whenever possible.

### **11.0 AUTHORIZED WARRANTY LOCATIONS (Contractor/Bidder):**

- 11.1 Contractor (bidder) must be an Authorized Warranty Dealer with location or locations that has all required licenses, facilities and factory certified and trained personnel necessary to perform the warranty servicing and repair work on the item(s) or equipment being bid as per specified in Section III
- 11.2 The ultimate responsibility for any and all warranty lies with the contractor (bidder).
- 11.3 SCF reserves the right to inspect the certification credentials of technicians, warranty facility and diagnostic equipment prior to issuing the Notice of Intent to Award a contract.

### **12.0 SERVICE TECHNICIANS QUALIFICATIONS:**

- 12.1 Bidders may be requested by SCF to provide evidence that the person or persons performing the service work is a manufacturer's authorized service technician; or, the bidder may provide evidence that they have contracted with a manufacturer's authorized service technician to perform the service work.
- 12.2 Acceptable evidence of the service technician's competence may take the form of a letter or certificate, signed by an authorized officer of the manufacturer, that the service technician has been trained and authorized by the manufacturer to provide manufacturer's authorized warranty service.
- 12.3 The bidder's failure to provide the evidence mentioned above, when requested by SCF within the time required may cause SCF to consider the bid non-responsive and reject the bid.

### **13.0 WARRANTY COMPLIANCE AND CURES:**

- 13.1 SCF's inspection, test, acceptance, or use of the goods shall not affect Bidder's obligations under these warranties. Bidder shall replace or correct, at SCF's option and at Bidder's cost, defects of any goods not conforming to these warranties. If Bidder fails to correct defects in or replace nonconforming goods within ten (10) days from the date the SCF notifies Bidder of the defect or defects, SCF may, on ten (10) days prior written notice to Bidder, either (i) make such corrections or replace such goods and charge Bidder for all costs incurred by SCF, or (ii) revoke its acceptance of the goods in which event Bidder shall be obligated to refund the purchase price and make all necessary arrangements, at Bidder's cost, for the return of the goods to Bidder. All warranties of Bidder herein or that are implied by law shall survive any inspection, delivery, acceptance, or payment by SCF. Any attempt by Bidder to limit, disclaim, or restrict these warranties or any remedies of SCF, by acknowledgment or otherwise, in accepting or performing a Purchase Order, will be null, void, and ineffective without SCF's written consent.

### **14.0 DAMAGES FOR LATE DELIVERY AND NON-CONFORMING GOODS:**

- 14.1 Time is of the essence in this ITB and in any resulting issued purchase order and or contract. The Bidder is expected to deliver goods and or services that conform in all material respects to the ITB specifications on or before the date provided therein, as may be amended by written agreement of the parties.
- 14.2 In the event that the goods and or services are delivered late or does not conform to the ITB and resulting purchase order and or contract specifications, Southcentral Foundation shall be entitled to offset against the bid price, as liquidated damages and not as a penalty, an amount equal to the cost of renting or procuring like goods and or services, multiplied by the number of calendar days elapsing between the delivery date provided in the purchase order and/or the bid schedule and the delivery date to SCF. In the case of goods or services specified in this ITB, that daily fee is

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SPECIAL TERMS AND CONDITIONS

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determined to be **\$25.00** The number of days for which liquidated damages shall apply shall include, in the case of late delivery and or non-conforming goods, the time reasonably necessary for SCF to perform inspection.

- 14.3 As an option at Southcentral Foundation discretion in lieu of charging monetary liquidated damages, SCF may request the contractor to provide a comparable model equipment as a loaner unit at no cost to SCF until the ordered equipment arrives and is accepted by SCF. The bidder would be responsible for all transportation costs and fees to deliver and pick up the unit at its service destination.
- 14.4 These liquidated damages represent a reasonable estimate of amounts necessary to compensate Southcentral Foundation for loss of use of the goods and services during the period in which the goods would have been available to SCF if conforming goods had been timely delivered.

## SECTION II STANDARD TERMS & CONDITIONS

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- 1.0 INVITATION TO BID (ITB) REVIEW:** Bidders shall carefully review these ITB Terms and Conditions for defects and questionable or objectionable material. Bidders' comments concerning content herein must be made in writing and received by SCF buyer at least 5 business days prior to the date and time set for receipt of bids. This will allow time to address questions and issue an amendment 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 questions and comments should be directed in writing to the buyer listed on the front of the ITB. If a question or comment is done verbally, the buyer may request questions to be submitted in writing.
- 2.0 BID FORMS:** Bidders shall submit bids using forms provided and per any specifications or direction provided by SCF.
- 3.0 SUBMISSION:** Bids shall be signed where applicable and delivered by hand, fax @ 907-729-6639, mail, or email: [kmiller@southcentralfoundation.com](mailto:kmiller@southcentralfoundation.com) to the designated buyer at the address indicated below in a sealed envelope with the bid name and bid number marked on the outside of the envelope. Bids must be received no later than the date and time as indicated on the issued ITB.

### Bidder's Return Address

#### Southcentral Foundation

Donovan Fairbanks - Purchasing and  
Materials 7033 E. Tudor Rd  
Anchorage, AK 99507

ITB No.: SCF 24-1121

Opening Date: 02/14/2024

- 4.0 LATE BIDS:** Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be considered or accepted.
- 5.0 BID REJECTION:** SCF reserves the right to reject any or all bids, combinations of items, or lot(s), and to waive defects or minor informalities.
- 6.0 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. Negligence by the bidder in preparing the quotation confers no right for the withdrawal of the quotation after it has been opened.
- 7.0 FIRM OFFER:** For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of sixty (60) days from the date of bid opening.
- 8.0 BID PREPARATION COSTS:** SCF is not liable for any costs incurred by the Bidder in bid preparation.
- 9.0 PRICES:** The Bidder shall state prices in the units of issue on this ITB. Prices bid 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 can be utilized without further cost. Prices bid for goods and services must be bid in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the goods and services can be provided without further cost. Prices bid must be exclusive of federal, state, and local taxes. If the Bidder believes that certain taxes are payable by SCF, the Bidder may list such taxes separately, directly below the bid price for the affected item. SCF is operated as a recognized 501(c) (a) Non-Profit Agency under the Internal Revenue Service code and is exempt from Federal Excise Tax.

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- 10.0 TITLE:** Title passes to SCF for each item at FOB destination listed in [Section 1 item 5.0](#)
- 11.0 CONFLICT of INTEREST:** All direct hire employee, Civil Service and Commissioned Corps Officers working under contract of Southcentral Foundation may not seek to acquire, be a party to, or possess a financial interest in, this ITB and resulting award of purchase orders and or contracts if (1) the party is a direct hire employee, Civil Service and Commissioned Corps Officers and employed in a department unit that supervises the award of this ITB and or contract; or (2) the party is a direct hire employee, Civil Service and Commissioned Corps Officers and has the power to take or withhold official action so as to affect the award or execution of the ITB and or contract.
- 12.0 PACKAGING:** All goods must be packaged in the manner specified by SCF and shipped in the manner and by the route and carrier designated by SCF. If SCF does not specify the manner in which the goods must be packaged, Bidder shall package the goods so as to avoid any damage in transit. If SCF does not specify the manner of shipment, route, or carrier, Bidder shall ship the goods at the lowest possible transportation rates, consistent with Bidder's obligation to meet the delivery schedule set forth in this Order.
- 13.0 INSPECTION OF GOODS:** All goods will be subject to inspection and test by SCF, at SCF's sole discretion, at all times and places, including the period of manufacture and in any event prior to final acceptance. Final acceptance or rejection of the goods will be made as promptly as practical after delivery except as otherwise provided in a Purchase Order, but failure to inspect and accept or reject goods or failure to detect defects by inspection, will neither relieve Bidder from responsibility for such goods as are not in accordance with a Purchase Order nor impose liabilities on SCF for them. SCF's payment for the goods shall not constitute its acceptance of the goods. Goods rejected and goods supplied in excess of quantities ordered may be returned to the Bidder at Bidder's expense. Payment, if any, made for any goods rejected hereunder shall be promptly refunded by Bidder.
- If any of the goods or services are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this Order, including any applicable drawings and specifications, then SCF, in addition to such other rights and remedies it may have by contract or by law or equity, at its sole discretion may reject and return such goods at Bidder's expense, require Bidder to inspect the goods and remove nonconforming goods and/or require Bidder to replace nonconforming goods or services with conforming goods or services. If Bidder fails to make the necessary inspection, removal, and replacement in a time and manner satisfactory to SCF, SCF may at its option inspect and sort the goods; Bidder will pay any related costs.
- 14.0 INVOICES:** Invoices shall be rendered on delivery of goods or services and shall contain the Purchase Order number, item or serial number, description of goods or services, quantities, unit prices, date(s) rendered, and total purchase price. Specific invoice detail requirements may be provided to Bidder at time of Purchase Order issue. Each invoice must refer to one and only one, Purchase Order. Invoices shall be submitted to SCF at its address as set forth on the Purchase Order.
- 15.0 PAYMENTS and DEPOSITS:**
- 15.1 SCF will make payment within 30 days after receipt of invoice. Questions concerning payment must be addressed to SCF Accounts Payable Department as shown in the Bill To section on the issued Purchase Order. All claims for money due or to become due from bidders shall be subject to deduction by SCF for any setoff, liquidated damages or counterclaim arising out of this or any other Purchase Order.
- 15.2 SCF will not pay or authorize any deposits on any goods or services ordered resulting from this ITB. If a vendor requires a deposit prior to ordering items to fulfill a purchase order issued by SCF, prior discussions and approvals with SCF will be required, if the request for a deposit payment is denied, Southcentral Foundation at its discretion may cancel any issued purchase order and order the item/items or services from the next lowest bidder.
- 16.0 BIDDER 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 SCF before payment will be made.
- 17.0 INDEMNIFICATION:** Bidder shall indemnify and hold SCF and its affiliates harmless and, on SCF's request, shall defend each of them from and against any or all third party claims, demands, litigation, or proceedings of whatever kind, whether based

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upon negligence, breach of express or implied warranty, strict liability, infringement of intellectual property rights, or any other theory, and from and against all direct, indirect, special, exemplary, incidental or consequential damages of every kind whatsoever, arising out of, by reason of, or in any way connected with the goods and/or services, the design, manner of preparation, manufacture, construction, completion, or delivery or non-delivery of any goods and/or services by Bidder, any breach by Bidder of any of its obligations hereunder, or any other act, omission or negligence of Bidder or any of Bidder's employees, workers, servants, agents, subcontractors, or suppliers. Bidder shall, on request, pay or reimburse SCF or any other party entitled to indemnification hereunder for all costs and expenses, including attorneys' fees, as incurred by SCF or such other party in connection with any such claim, demand, litigation, proceeding, loss, or damage. In addition, for infringement claims, Bidder will, at its own expense and at SCF's option, either procure for SCF the right to continue using the allegedly infringing item, replace it with a non-infringing equivalent, or remove it and refund the purchase price and the transportation and installation costs thereof.

**18.0 SEVERABILITY:** In case any provision of these Terms and Conditions is found by a court of law to be invalid, unenforceable, or in violation of law, these Terms and Conditions shall be construed as if such invalid or unenforceable provision had never been contained herein and all remaining provisions shall continue to be valid and binding upon the parties.

**19.0 DEFAULT:** Time is of the essence for a Purchase Order. SCF may by written notice of default to Bidder (a) terminate all or any part of a Purchase Order if Bidder fails to perform, or so fails to make progress as to endanger performance of a Purchase Order in accordance with its terms, and does not cure such failure within a period of ten (10) days (or such longer period as SCF may authorize in writing) after receipt of notice from SCF specifying such failure; and (b) procure, on such terms as it will deem appropriate, goods or services similar to those so terminated. Bidder will continue performance of a Purchase Order to the extent not terminated and will be liable to SCF for any excess costs for such similar goods or services.

As an alternate remedy, and in lieu of termination for default, SCF, at its sole discretion, may elect to extend the delivery schedule and/or waive other deficiencies in Bidder's performance, in which case an equitable reduction in the Purchase Order price will be negotiated. If Bidder for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements of a Purchase Order, Bidder will promptly notify SCF in writing. If Bidder does not comply with SCF's delivery schedule, SCF may require delivery by fastest way and charges resulting from the premium transportation must be fully prepaid and absorbed by Bidder. The rights and remedies of SCF provided in this section will not be exclusive and are in addition to any other rights and remedies provided by the Uniform Commercial Code, by law, at equity or under a Purchase Order.

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

**21.0 COMPLIANCE:** Bidder agrees to comply with all federal, state, and local laws, ordinances, lawful orders, rules, regulations and ethical, environmental or safety business standards. Bidder shall ensure that provision of goods or services and/or expenditure of funds do not violate any laws, business standards or underlying agreements made by issuance of a Purchase Order. Bidder shall be responsible for any damage or injury not caused by SCF as a results of Bidder's, or any subcontractor's or their employees', servants', or agents', failure to comply with any law, applicable business standard, or underlying agreement made by issuance of a Purchase Order. Furthermore, Bidder may be supplied with a copy of SCF's Code of Conduct and if so, agrees to comply with its provisions and complete compliance training if necessary.

**22.0 GOVERNING LAW, VENUE, AND JURISDICTION:** This ITB and any resulting Purchase Order shall be governed by the laws of the State of Alaska and the United States of America. All parties expressly agree that should litigation or any legal proceeding be necessary, the same shall be commenced exclusively in Alaska Superior Court, Third Judicial District at Anchorage or in the United States District Court for the District of Alaska.

**23.0 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 and of recent manufacture. (See [Section I items 6.0 - 6.3](#))

**24.0 SPECIFICATIONS:** Unless otherwise specified by (\*) in the ITB (see [Section I item 7.1](#)), product brand names or model numbers are examples of the type and quality of product required, and are not statements of preference. If the specifications



## SECTION II STANDARD TERMS & CONDITIONS

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describing an item conflict with a brand name or model number are 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.

**25.0 CONTRACT EXTENSION:** [Section 1 Item 1.0](#) will indicate if this ITB will result in a onetime purchase or a contract.

25.1 Contracts: Unless otherwise provided in this ITB, SCF and the successful Bidder agree: (1) that any holding over of a 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.

**26.0 CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low bid of \$100 or less may, at the discretion of SCF, be awarded to the next low bidder receiving other awards for consolidation purposes.

**27.0 PURCHASE COMMITMENT:** SCF at its option will have no obligation to award lots or items and or place Purchase Orders with Bidder from any bids or awards resulting from this ITB, both of which will be in SCF's sole discretion. SCF acting in its sole discretion will determine the actual quantity of goods or services to be purchased. The quantity of goods or services, if any, specified in forecasts supplied by SCF from time to time, or otherwise, is an estimate only. Bidder bears sole responsibility for managing Bidder's raw material, work in process, and inventory, and SCF will have no liability with respect thereto (whether upon termination of a Purchase Order or otherwise) other than in connection with termination as provided in this section.

**28.0 CONFLICT OF INTEREST:** An officer or employee of SCF may not seek to acquire, be a party to, or possess a financial interest in, this ITB that results in award of a contract or purchase order if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract or purchase order; 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 or purchase order.

**29.0 ORDER DOCUMENTS:** Except as specifically allowed under this ITB, a SCF department or employee will not sign any contract or Purchase Order unless authorized by SCF Manager of Purchasing or Manager of Contracts. SCF is not bound by a quote acceptance letter, purchase order, or contract signed and or issued by a person who is not specifically authorized to sign for SCF. SCF's official Purchase Order or Contract are the only order documents that may be used to place orders for goods and or services resulting from this ITB.

**30.0 PUBLICITY:** Bidder will not use SCF's name or logo in publicity, advertising, or similar activity, except with SCF's prior written consent. Bidder will not disclose the existence of a Purchase Order or any of its respective terms to any third party without SCF's prior written consent.

**31.0 NON-ASSIGNMENT:** Assignment of a Purchase Order or any interest in it or any payment due or to become due under it, without the prior written consent from SCF, will be void. An assignment will be deemed to include not only a transfer of a Purchase Order or such interest or payment to another party but also a change in control of Bidder, whether by transfer of stock or assets, merger, consolidation, or otherwise. Bids that are conditioned upon SCF's approval of an assignment will be rejected as nonresponsive.

**32.0 FORCE MAJEURE:** SCF and Bidder shall not be liable for their respective failure to perform any of their obligations resulting from this ITB or under a Purchase Order if prevented from performing such obligations by a cause beyond their respective control, which by the use of due diligence SCF or the Bidder, as the case may be, shall not have been able to overcome, including, but not limited to, acts of God, natural disaster, civil commotion, quarantine, fire, labor disputes or any action or non-action by the United States government, including changes in existing legislation affecting the subject matter of this ITB or a Purchase Order.

### SECTION III SPECIFICATIONS

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#### **General Specifications:**

The items and or services requested below in Section IV Price Schedule are to describe specific items and or services by manufacture, and model/or part number that are specific to this ITB All items offered by bidder are to be new as per Items Offered [Section I item 6.0](#)

The items offered by the bidders, including all components, accessories, and connections are required to be provided by the bidder for a complete functioning installed system even though that item or items is not specifically described in the bid specifications. All components and accessories as listed as model standard in the manufacture's published specifications and published brochure are to be included in the bidders offered system unless superseded by these specifications and or Section IV Price Schedule. Any requested special options and features as listed below in the specifications and or Section IV Price Schedule must be compatible with the manufactures system and include all the standard items as listed in the optional package description as published by the system manufacture.

All items and lots are to be bid and priced with freight included to FOB final destination as listed in [Section I item 5.0](#)

Southcentral Foundation may request literature, documentation, warranty and specifications of what the bidder is offering to ensure that it complies with SCF's requested items and or services prior to award.

Bids can be returned by mail, email, fax or hand delivered to the buyer listed in Submission [Section II Item 3.0](#) of this ITB.

Refer to [Section VI](#) for documents and forms required to be submitted with your bid in order to be responsive.

**Product Specifications:** When an item is so designated by this symbol, (\*) no substitutions for the brand and model specified will be allowed.

Questions or concerns from bidders concerning the specifications below must be addressed in writing by email to the buyer listed at least 2 business days prior to bid submission deadline. After a review of the request, a determination will be made as if to issue any needed amendments prior to bid opening time.

**New Equipment Training:** All new equipment ordered and to be installed under this contract shall include installation and setup in the bid price if applicable. Training if applicable is to be scheduled with the department contact where the machine is placed in service.

**Location Specifications:** None

**End of Specifications**

SECTION IV  
BID PRICE SCHEDULE

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For a no bid on a particular lot, please leave unit cost blank, if shipping and or setup is included in unit cost, please indicate included in the area provided for shipping and handling, and setup and installation.

LOT 1

Line	Product	Product Code	Quantity	List Price	Discount %	Net Price	Extended Price
1	CASB API Protection Professional 8100 seats	NK-P-CBAPI-S-PRF	8100 Users				
2	Premium Support	NK-SUPPORT-PRE	1 Seats				
3	Netskope Private Access Standard for less than 1,000 users 5 Users	NK-NPA-STD-S	5 Users				
4	Netskope Advanced Analytics 13-Month Extended Data	NK-NAA-13MR	2700 Users				
5	Next Gen Secure Web Gateway Professional	NK-P-NGSWG-PRF	2700 Users				

SECTION V  
BIDDER INFORMATION

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**Bidders Information and Signature Form**

<b>ITB Number</b> SCF24-1121	<b>ITB Name:</b> SCF Information Technologies – Netskope 36 Month Subscription
<b>Closing Date and Time:</b> 2/14/2024 2:00PM Alaska	
<b>Bids May be Submitted by hand, fax, mail, or email to Location:</b> 7033 E. Tudor Rd Anchorage, AK 99507	

**BIDDERS MUST COMPLETE THE SECTION BELOW**

By signing below, bidder confirms they are a qualified bidder as stipulated in Section 1 Items A, B, C, D, E and agrees to all terms and Conditions, and specifications as set forth and listed within this Invitation to Bid issued by Southcentral Foundation and is authorized on behalf of the bidder's company to be bound by the terms and conditions of this ITB.

Payment Terms:

Company Name:

Contact:

Email:

Address:

City:

State:

Zip:

Phone:

Date:

Authorized Signature:

SECTION VI  
SUBMITTAL CHECK LIST and ATTACHMENTS

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This checklist is for your convenience only. It does not need to be submitted with your proposal. This checklist summarizes each form that is required to be completed and submitted with your bid package for this ITB.

Invitation to Bid # SCF24-1121	Bids Due: 02/14/2024 2:00 PM AK Time
Section IV Bid Price Schedule Pages (completed and filled out with bidders prices)	Mandatory
Section V Bidder Information Page (completed with company information and signed)	Mandatory
Manufactures warranty and product information Per Section III General Specifications	Optional – Southcentral Foundation at its discretion may request documentation prior to award
Southcentral Foundation Vendor Packet (Email <a href="mailto:dfairbanks@southcentralfoundation.com">dfairbanks@southcentralfoundation.com</a> if you need you are not a current SCF vendor)	Optional – Will be required to be completed prior to award if winning bidder is not currently a vendor for Southcentral Foundation