

# STATE OF ALASKA INVITATION TO BID



## DIVISION OF PUBLIC ASSISTANCE – SYSTEMS OPERATIONS

ITB 1906228

FEBRUARY 15, 2019

THE [STATE OF ALASKA](#), [DEPARTMENT OF HEALTH & SOCIAL SERVICES](#), [DIVISION OF PUBLIC ASSISTANCE](#),  
SYSTEM OPERATIONS, IS SEEKING TO ESTABLISH A CONTRACT TO PROVIDE DAILY MAIL OUT SERVICES FOR  
NOTICES, ROUTINE MID-MONTH SERVICES AND OCCASIONAL SPECIAL MAILINGS.

---

ISSUED BY:

DEPARTMENT OF HEALTH & SOCIAL  
SERVICES  
DIVISION OF FINANCE &  
MANAGEMENT SERVICES

PRIMARY CONTACT:

OLIVIA ORSBORN  
PROCUREMENT OFFICER  
OLIVIA.ORSBORN@ALASKA.GOV  
(907) 465-1695

---

**OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.**

**IMPORTANT NOTICE:** IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

## **TABLE OF CONTENTS**

• Section I	Intent of Contract.....	Page 2
• Section II	Instructions to Bidders.....	Page 2-4
• Section III	Contract Information.....	Page 4-5
• Section IV	Terms and Conditions.....	Page 5-9
• Section V	Preferences.....	Page 10-11
• Section VI	Insurance and Licensing Requirements.....	Page 11-12
• Section VII	Specifications.....	Page 13-18
• Section VIII	Appendix One - Example Contract.....	Page 19-23
• Section IX	Bid Schedule .....	Page 24-25
• Section X	Federal Requirements.....	Page 26-27
• Section XI	Attachments.....	Page 28

## **SECTION I - INTENT OF CONTRACT**

1. **CONTRACT INTENT:** This Invitation to Bid (ITB) is intended to establish a one (1) year contract with the option of three (3) one-year renewals to provide daily mail out services.
2. **CONTRACT PERIOD:** The contract period shall begin April 1<sup>st</sup>, 2019 and end January 31, 2020, with the option to renew for three (3) additional one-year terms under the same terms and conditions as the original contract. Renewals shall be exercised solely by the State.

## **SECTION II – INSTRUCTIONS TO BIDDERS**

1. **INVITATION TO BID (ITB) REVIEW:** Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidder's 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. **BID TIMELINE:**
  - ITB Issue Date: February 15, 2019
  - Question Deadline: February 27, 2019
  - Receipt of Bid Deadline: March 8, 2019
  - Issue Notice of Intent to Award: March 18, 2019
  - State of Alaska issues Contract: March 25, 2019
  - Contract Start Date: April 1, 2019

4. **SUBMITTING BIDS:** Proposals may be submitted one of two ways:

**Mail:** 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.

Department of Health & Social Services  
Division of Finance and Management Services  
Attention: Olivia Orsborn  
Invitation to Bid (ITB) Number: 1906228  
ITB Title: SYS OPS Daily Mail Out Services

If using **U.S. mail**, please use the following address: PO Box 11650, Juneau, AK 99811-0650

If using a **delivery service**, use the following address: 333 Willoughby Ave, STE 760 Juneau, AK 99801. **NOTE:** There is no overnight delivery service to Alaska.

**Email:** The preferred method of response submission to this solicitation is via email, sent to the following address:  
[hss.procurement.proposal@alaska.gov](mailto:hss.procurement.proposal@alaska.gov)

The email submission must contain the ITB number in the subject line. In the body of the email, please indicate the Procurement Officer's name, the Offeror's name, the number of attachments, and the names of the attachments being submitted.

When submitting a bid response via email, clearly labeled PDF documents, such as "Vendor A – bid response.pdf" (Vendor A is the name of the offeror). The maximum size of a single email (including all text and attachments) that can be received by the State is 20mb (megabytes). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes; each email must comply with the requirements above. Please also include an indication of multiple email submissions (1 of 2, 2 of 2, etc).

It is the offeror's responsibility to ensure that the issuing agency has received the proposal in full, prior to the deadline. The Procurement Officer will respond to the email to confirm receipt. If you do not receive a confirmation, it is your responsibility to contact the Procurement Officer to confirm. The State is not responsible for lost, unreadable, or corrupt emails, or missing attachments.

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

5. **LATE BIDS:** Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.
6. **BIDDERS WITH DISABILITIES:** Offerors with a disability may receive accommodation regarding the means of communicating this ITB or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline of the receipt of proposals.

7. **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 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.

8. **BID SUBMITTAL:**

To be considered responsive, the Bidder must return the following documents:

- a. Page 24-25 Bid Schedule
- b. Page 26-27 in this ITB - Federal requirements signed;
- c. A copy of the company's current Alaska business license;
- d. Return any amendments that request the amendment be signed by the bidder and returned with the bid;

To be considered responsive, the Bidder must also adhere to the following:

- e. Product or service offered must meet the specifications as described in this ITB;
- f. The laws of the State of Alaska;
- g. All terms and conditions set out in this ITB;
- h. The applicable portion of the Federal Civil Rights Act of 1964; and
- i. The Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Government.

### **SECTION III – CONTRACT INFORMATION**

1. **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.
2. **CONTRACT CANCELLATION:** The state reserves the right to cancel the contract at its convenience upon 30 calendar day's 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.
3. **TERMINATION:** The State reserves the sole right to terminate the contract in whole or in part in the event of the Contractor's failure to perform in accordance with the provisions of any resultant contract. Failure to comply with any or all of the specifications may result in immediate termination of the contract in its entirety.
4. **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 30 days before the desired date of cancellation.

5. **METHOD OF AWARD:** Award will be made to the lowest responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items.
6. **F.O.B. POINT:** The F.O.B. point for all items purchased under this contract is the final destination anywhere within the State of Alaska. Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the state.
7. **ESTIMATED QUANTITIES:** The services referenced in this ITB are the State's estimated requirements and may not include all services. The State does not guarantee any minimum or maximum amount of services to be performed. However, the Contractor shall perform all services as required by the State.
8. **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.
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.

#### **SECTION IV – TERMS & 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; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
3. **INTENDED USE:** Except to the extent the State relies on representations made by the vendor, the State of Alaska agrees, with respect to the machines and programming, to accept responsibility for (1) their selection to achieve the State's intended results, (2) their use, and (3) the results obtained therefrom.
4. **CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:** Contractor shall be liable for damages arising out of injury to persons and/or damage to the real or tangible personal property before or after acceptance, delivery, installation and use of the equipment either at the contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the contractor or defect of the equipment. Contractor shall not be liable for damages arising out of, or caused by, alterations to the equipment (other than alterations performed or caused by contractor's officers, employees or agents); attachments made by the State; damages to said alterations or attachments that may result from the normal operation and maintenance of contractor's equipment, or for losses occasioned by the State's fault or negligence. Nothing in this contract shall limit the contractor's direct liability, if any, to third parties and employees of the State for any remedy which may exist under law in the event a defect in the manufacture of the equipment, or the negligent acts or omissions of contractor, its officers, employees, or agents, is the cause of injury to such person.

5. **GENERAL:** The State certifies that it is purchasing this equipment for its own use and not for remarketing, and will not assign the on-order equipment to any party other than the contractor or contractor's affiliate without written consent of the contractor, which shall not be unreasonably withheld. The State reserves the right to sign any agreement which is deemed to be beneficial to the State. The State's ITB, the contractor's response, and the resulting Contract Award will be the complete and exclusive statement of the agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communication between the parties relating to the subject matter hereof.
6. **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.
7. **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 low prices will govern.
8. **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.
9. **INSPECTION:** Equipment for lease may be subject to inspection and approval by the state prior to the award of the ITB. The equipment and attachments must be in good repair and capable of performing the work for which they were designed.
10. **BID PREPARATION COST:** The State is not liable for any costs incurred by the bidder in bid preparation.
11. **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.
12. **ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the procurement officer of the contracting agency. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.
13. **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.
14. **FORCE MAJEURE (Impossibility to perform):** The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

15. **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.
16. **DISPUTES:** If a contractor has a claim arising in connection with a contract resulting from this ITB that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.
17. **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.
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.
20. **GOVERNING LAW; FORUM SELECTION:** A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 17 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.
21. **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.

22. **WORKMANSHIP & MATERIALS:** All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the service, maintenance and inspections. Service, maintenance and inspections that are improperly done will be done over, by the contractor, at the contractor's risk and expense.
23. **LIABILITY:** The Contractor shall agree to repair, to the State's satisfaction, or replace with like items, without additional cost to the State, any State-owned article which becomes damaged, lost, stolen, or destroyed while in the Contractor's care.
24. **ANNOTATED LITERATURE:** Bidders must annotate their product literature to identify for the state the location of the supporting information regarding each product specification set out in this ITB. A bidder's failure to comply with this clause, within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.
25. **SUPPORTING INFORMATION:** The state strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the contracting officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the state reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the state and may include the requirement that a bidder will provide a sample product(s) so that the state can make a first-hand examination and determination.
- A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.
26. **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.
27. **NONDISCLOSURE AND CONFIDENTIALITY:** Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.



Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines (i) provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

28. **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.
29. **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.
30. **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.
31. **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.

## **SECTION V – 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(2)
2. **ALASKA VETERAN PREFERENCE:** If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) 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(2), and is offering goods or services through an employment program as defined under 36.30.990(12), 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(2), 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.

## **SECTION VI – INSURANCE AND LICENSING REQUIREMENTS**

1. **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.
2. **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.

3. **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 for information on these licenses.

Website: <https://www.commerce.alaska.gov/web/cbpl/ProfessionalLicensing.aspx>

Phone: (907) 465-2550

Email: [license@alaska.gov](mailto:license@alaska.gov)

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 statement that the bidder has applied and paid for the Alaska business license.

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

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

At the time designated for bid opening, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

## **SECTION VII –SPECIFICATIONS**

This bid will result in a term contract for the Division of Public Assistance covering Daily Mail out Services for EIS and ARIES Fair Hearing Notices, Routine EIS Mid-Month Notices with inserts, and Occasional Special Mailings described herein:

### **FORMS:**

1. GEN 160 - Daily EIS Rights and Responsibilities Notices - (06-3687) (rev. 11/18)
2. ARIES AUTO– Multiple variable page notices generated by ARIES system using 3 X 9 barcode to determine proper number of pages to be inserted into an envelope.
3. ARIES FLAT – Multiple variable page notices generated by ARIES system hand inserted into flat catalog size envelope (no fold) – notice sizes greater than 7 sheets.
4. GEN 72 – Eligibility Review Form – (06-3670) (rev. 06/18)
5. GEN 149 – Denali Care Pre-Printed Renewal Notice - (06-4038) (rev. 02/14)
6. GEN 152 - Senior Benefits Renewal Form – (06-3944) (rev. 03/17)
7. Special Mailings – as requested per timely notification to vendor (same price as EIS Notices)

**\*\*With policy changes, the state reserves the rights to add or subtract and revise forms\*\***

The State of Alaska, Department of Health and Social Services, Division of Public Assistance mails notices to clients each State working day. On average there are about 100,000 – 120,000 notices per month in three groups:

GEN 160 Daily EIS Notices – These are the majority of the contract, and are a single 8.5" X 11" 20# sheet folded and inserted into a #10 double window envelope, Daily estimated at 70,000 – 80,000/month. These notices are processed for postage through bulk mail facility.

ARIES AUTO and FLAT System Generated Notices – The Auto file has multiple variable page notices from 3 sheets up to 7 sheets inserted into a double window envelope using 3 X 9 barcoding.

The **Flat file** has multiple pages greater than 7 sheets hand inserted in a 9 X 11-¼ windowed envelope.

All of these notices will need First Class postage applied and mailed daily. Estimated at 10,000 – 12,000 per month

Routine EIS Mid-Month Notices (GEN 72, GEN 149, GEN 152) Notices estimated at 10,000-15,000/month.

## **1. DESCRIPTION AND SCOPE OF WORK:**

Tri-fold, insert into envelope, sort into zip code order, and mail Daily EIS and ARIES Notices, and EIS Mid-Month Notice jobs.

Daily EIS Notices are processed and mailed FIRST CLASS through the USPS-Anchorage - Business Mail Entry Unit (BMEU) on the same day they are received.

Daily ARIES Auto/Flat Notices are posted with FIRST CLASS postage by vendor per piece by weight, and mailed on the same day they are received.

EIS Mid-Month notice jobs are processed and mailed FIRST CLASS through the USPS-BMEU within three full business days from the day they are received.

- A. The Daily EIS Notice job--Monday-Friday--ranges between 2,000 - 4,000 pieces per day—one single 8-½ x 11 sheet of 20# paper into double window envelope.
- B. The ARIES Auto Stuff Notices—Monday-Friday ranges between 1,000-2,000 envelopes per day with multiple 8 ½ x 11 sheets of 20# paper inserts, not to exceed 7 sheets per envelope, using 3x9 barcode separator. First Class postage will be applied by vendor per piece as required. (this number may increase with new system applications)
- C. ARIES Flat Notices—Monday-Friday—ranges between 50-75 envelopes per day with multiple 8-½ x 11 sheets of 20# paper hand inserted into a catalog sized envelope—average 1000 flats per month. First Class Postage will be applied per piece as required. (this number may increase with new system applications)
- D. During the course of this contract, emergent situations may necessitate a change in notice stock from cut-sheet to continuous print, pin-feed paper, which must be burst and have pin-feed margin removed before processing and mailing.
- E. There are no carbons and no staples in any notices or inserts.

## 2. DETAILS: DELIVERY, INVENTORY, PROCESSING, SPECIAL MAILINGS, BILLING

### A. Delivery:

1. Monday through Friday--Daily and ARIES Notices will be delivered by the Public Assistance courier to the Contractor's location on a daily basis between 8:00 am & 12:00 pm, concurrent with every State of Alaska business day.
2. Daily EIS and ARIES-Auto/Flat Fair Hearing Notice stake priority over other outstanding jobs given to the Contractor.
3. **Guaranteed processing and mailing to the USPS-BMEU on the same day these daily EIS notices and ARIES notices are delivered is required.**
4. Routine EIS Mid-Month notices will be delivered to the Contractor's location by the Public Assistance Courier no later than 1:00 pm on 16<sup>th</sup> of every month (or the first State business day after the 16<sup>th</sup>).
5. **Guaranteed processing and mailing to the USPS-BMEU within three (3) Full business days or sooner from the day of delivery is required.**
6. The Public Assistance courier will deliver the EIS Mid-Month notices separated into Job groups 1-3 and provide the vendor with detailed information in the processing of these specific job groups.
7. The Public Assistance courier will provide the Contractor with: a system generated PAVE report and Postal-One paperwork for the daily EIS notices and EIS Mid-Month notice jobs, which details the type and quantity of each presort category for Contractor processing, and Notice Summary page for ARIES Auto/Flat Notices.
8. Presort categories are as follows: Automated 3 digit presort, Automated basic presort, Non-automated presort.

### B. Inventory:

1. The Division of Public Assistance will provide all inventory stock needed for the processing of the Daily EIS and ARIES notice jobs and EIS Mid-Month notice jobs, to include forms, envelopes, and various inserts.
2. Contractor is required to provide appropriate storage of inventory stock on an "as needed" basis. Contractor will supply the Public Assistance courier with a complete inventory of current stock on location upon request as needed to ensure adequate inventory is available for contractor use.

### C. Processing

One Daily EIS Notice is tri-folded and inserted into a double window envelope.

One EIS Mid-Month Notice is tri-folded and inserted into double window envelope along with special inserts and/or return envelopes.

One client set of Aries Auto-Notices per envelope, are tri-folded and inserted into a double window envelope.

One client set of Aries Flat-Notices per envelope are tri-folded and inserted into a 9 x 13 envelope.

1) **Quality control** of all notice insertions—**must be ensured.**

- a. A maximum of one Daily EIS notice per envelope along with specified insert(s) when required for EIS Mid-Month notice job. A PAVE report will summarize the number of notices generated in barcode order.
  - b. One set of ARIES client notices per envelope, per 3x9 Barcode indicator. A Notice Summary Page will summarize the required number of envelopes that the job generated.
  - c. Contractor will check and calibrate the inserter to guarantee the number of notices processed and the number of envelopes used matches the total shown on the Division of Public Assistance PAVE report, and/or ARIES-Auto/Flat Notice Summary pages provided with each delivery.
  - d. Contractor is to ensure that the address block consisting of a delivery point barcode and 3 to 4 address lines is fully visible within the address window according to USPS requirements.
2. If any notices are mutilated, delayed, or mishandled during the inserting/ mailing process, vendor will notify specified person at Systems Operations by 2:00 PM the same day. Mutilated notices must be saved by the Contractor and presented to the Public Assistance courier the next business day.
  3. Contractor is to ensure PRESORT order of mail is maintained in order to meet USPS bulk mail requirements. With the exception of routine EIS Mid-Month notices that must be mailed within three business days, all notices in batch must be mailed together at the same time and be delivered to the Post Office no later than 6:00 PM on the same day received by Contractor.
  4. The Contractor will deliver mailings to the USPS-BMEU. Contractor is required to account for all pieces delivered and certify the actual number of pieces mailed by providing a copy of POSTAL FORM #3600-FCM facsimile to the Postal Office to show the Coding Accuracy of the mail processed. All Daily EIS notices will be mailed through Bulk Account #181 FIRST CLASS mail. The FORM #3600-FCM used for mailing will be presented by Contractor to the Public Assistance courier the next business day when new notices are delivered.
  5. Daily form #3600 FCM will be provided by the State to the vendor for presentation to the USPS-BMEU with EIS Fair Hearing Notice Mailing
  6. ARIES Notices will be divided into two separate groupings – **Auto and Flat Notices** with varying numbers of pages per envelope. A Summary Page at the beginning will note number of pages, and number of envelopes in the entire daily mailing for quality control.

Auto-stuff notices will have a 3X9 barcode on the upper right side of the document of each odd numbered page as a code to program the inserter to insert a specific number of pages into a single envelope. Each envelope will have a minimum of 3 pages and maximum of 7 pages per envelope.



Flat notices will be a grouping of notices that will have more than 7 pages per envelope. The vendor will hand-stuff each flat notice into a provided 9 X 11 1/4 windowed catalog envelope.

Once all notices are inserted, vendor will deliver mail pieces to the post office for mailing at the current First Class rate. ARIES Auto/Flat notices will not qualify for bulk mail due to various numbers of pages in each mailing and these will need to be posted accordingly by the vendor.

#### **D. Special Mailings**

1. Special mailings may occasionally be required, some could exceed 20,000 pieces. There are no averages on special mailings. Division and/or the vendor completes the printing.
2. These items may consist of 8 1/2" x 11" printed fliers or various other sized/weight that are different than notice jobs.
3. Contractor will be notified in advance of special mailings.
4. DPA and vendor will negotiate timeframes for processing and mailing on an individual job basis.
5. Contractor will be provided with necessary stock, client mail listing, and postage (First Class Mail or Standard through Bulk Account #181) when these mailings are necessary.
6. Some printing and tabbing may also be needed in processing.
7. No guarantee on minimums or maximums of quantity of special mailings exists, and pricing to be charged at the current contract rate.
8. These mailings will be invoiced separately from daily notices.

#### **E. Billing**

In monthly service billing, the Contractor will reference the contract number on the invoice. Special mailings/jobs will invoice separately from regular Daily & Mid-month services. Weekly billing for Daily EIS and Aries Notices will be separated by line item for reconciliation purposes:

- 1) Daily EIS Notice job processing fees,
- 2) ARIES Auto Notice job processing fees
- 3) ARIES Flat Notice job processing fees
- 4) First Class postage used to mail ARIES Auto/Flat notices

## F. General

1. \*\*\* NOTE: NO MAILING LIST MAY BE FORMED FROM THESE NAMES AND ADDRESSES. ON NOTICES OR IN ADDRESS FILES, ALL NAMES, ADDRESSES, AND INFORMATION CONTAINED IN THESE NOTICES AND /OR SPECIAL MAILINGS ARE CONFIDENTIAL AND MAY NOT BE RELEASED BY CONTRACTOR, NOR USED FOR ANY PURPOSE OTHER THAN THE ADMINISTRATION OF THIS CONTRACT. ALL CLIENT ADDRESS FILES WILL BE RETURNED TO DPA AND/OR DELETED.
2. The Division of Public Assistance is not bound to delivery every business day and reserves the right to hold the stock if circumstances vary.

### ATTACHMENT FOR EIS MID-MONTH NOTICE JOBS

Within three (3) full business days from delivery by the Public Assistance courier, the Contractor will guarantee processing and delivery to the Anchorage Business Mail Entry Unit of all notices and corresponding inserts for the EIS Mid-month job including:

#### 1. GEN 152 - SENIOR BENEFITS NOTICES:

Estimate about 800- 1200 Notices per month. One 8-½ x 11 notice is inserted into a double window envelope along with a green, 4-page, pre-folded Senior Care Program form.

#### 2. GEN 72 – ELIGIBILITY REVIEW FORM NOTICES:

Estimate about 9,000-12,000 Notices per month. One 8-½ x 11 notice is inserted into a double window envelope along with two part pre-folded yellow **GEN 72 Eligibility Review** form.

In August and September, a group of these notices will receive an additional PFD-1 insert. This group will be listed and separated out into a '**special group**' with number of notices that will receive the insert and presort order on the PAVE report.

#### 3. GEN 149 – DENALI CARE PRE-PRINTED RENEWAL FORMS:

Estimate about 4,000 Notices per month. Each **GEN 149-Denali Care Renewal** form is a 4 page 8-½" x 22" Notice Form on continuous feed paper. In the processing of this notice/form, the tractor feed margin is removed, and the forms are burst and separated. They are tri-folded and inserted into a double window envelope, along with a single sheet Denali Care Renewal Appendix (Form MED 42), and one #9 return envelope with State of Alaska return address preprinted.

## SECTION VIII – APPENDIX ONE – EXAMPLE CONTRACT

### STANDARD CONTRACT FORM Goods and Non-Professional Services

The parties' contract comprises this Standard Contract Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
<b>This contract is between the State of Alaska,</b>			
8. Department of	Division	hereafter the State, and	
9. Contractor		hereafter the Contractor	
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10.</p> <p><b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>ARTICLE 2. Performance of Contract:</b></p> <p>2.1 Appendix A (General Conditions), Items 1 through 18, govern contract performance.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the scope of work/services to be performed by the contractor.</p> <p><b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins _____, and ends _____.</p>			
11. Department of	Attention: Division of		
Mailing Address	Attention:		
<b>12. CONTRACTOR</b>		<b>13. CONTRACTING AGENCY</b>	
Name of Firm		Department/Division	
Signature of Authorized Representative		Signature of Procurement Officer	
Typed or Printed Name of Authorized Representative		Typed or Printed Name of Procurement Officer	
Date		Date	

APPENDIX A

**SECTION 1. GENERAL CONDITIONS**

**1. Inspections and Reports:**

The department may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

**2. Suitable Materials, Etc.:**

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

**3. Disputes:**

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

**4. 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.

**5. No Assignment or Delegation:**

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

**6. No Additional Work or Material:**

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

**7. Independent Contractor:**

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

**8. Payment of Taxes:**

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

**9. Compliance:**

In the performance of this contract, 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.

**10. Conflicting Provisions:**

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it sees to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

**11. Officials Not to Benefit:**

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

**12. Contract Prices:**

Contract prices 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 for services must be 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.

**13. Contract Funding:**

Contractors 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.

**14. Force Majeure:**

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their 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 respective party. 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.

**15. Contract Extension:**

Unless otherwise provided, the State and the 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. 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.

**17. Continuing Obligation of Contractor:**

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

**18. Governing Law; Forum Selection**

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

## **Appendix B<sup>1</sup>**

### **Indemnity and Insurance**

#### **Article 1. 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.

#### **Article 2. 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.

**2.1 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.

**2.2 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 claim.

**2.3 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 claim.

## SECTION IX – BID SCHEDULE

### BID SCHEDULE

This bid will result in a contract for the Division of Public Assistance Daily Mail out Services & Mid-Month Notices described herein: (\*\*do not include postage in below costs\*\*)

Item #	Quantity	Description	UNIT	Price	EXTENDED Price
1)	80,000/month	GEN 160, Daily EIS Notices		\$_____/notice	\$_____/extended
2)	1,000/month	GEN 152, X034/X035 Senior Benefit Notices		\$_____/notice	\$_____/extended
3)	10,000/month	GEN 72, X004 – X041 Notices		\$_____/notice	\$_____/extended
4)	4,000/month	GEN 149, Denali Care Renewal forms		\$_____/notice	\$_____/extended
5)	20,000/month	ARIES Auto Stuff Notice		\$_____/notice	\$_____/extended
6)	1,000/month	ARIES Flats, Catalog		\$_____/catalog	\$_____/extended
TOTAL COST OF EXTENDED ITEMS 1-6				\$_____	

**ESTIMATED QUANTITIES:** The quantities referenced in this ITB are the state's estimated annual requirements and may vary more or less from the quantities actually purchased. The state does not guarantee any minimum purchase.



BIDDER INFORMATION

**CONTACT NAME:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**CONTRACTOR'S ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**SECTION X – FEDERAL REQUIREMENTS:**

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the proposal (by the offeror) that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (included in this document) must be completed. <http://www.sam.gov/portal/SAM/#1>

**This document must be completed.**

**(a) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

(1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

---

Name and Title of Authorized Representative

---

Signature

Date

## Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

SECTION XI – ATTACHMENTS:

1. GEN 160 - Daily EIS Rights and Responsibilities Notices - (06-3687) (rev. 11/18)
2. ARIES AUTO– Multiple variable page notices generated by ARIES system using 3 X 9 barcode to determine proper number of pages to be inserted into an envelope.
3. ARIES FLAT – Multiple variable page notices generated by ARIES system hand inserted into flat catalog size envelope (no fold) – notice sizes greater than 7 sheets.
4. GEN 72 – Eligibility Review Form – (06-3670) (rev. 06/18)
5. GEN 149 – Denali Care Pre-Printed Renewal Notice - (06-4038) (rev. 02/14)
6. GEN 152 - Senior Benefits Renewal Form – (06-3944) (rev. 03/17)

**\*\*With policy changes, the state reserves the rights to add or subtract and revise forms\*\***