

STATE OF ALASKA INVITATION TO BID



DENALI KIDCARE & CARE ID CARDS & MAILERS FOR THE DIVISION OF PUBLIC ASSISTANCE, SECTION OF SYSTEM OPERATIONS

ITB 0619-154

FEBRUARY 20TH, 2019

THE STATE OF ALASKA, DEPARTMENT OF HEALTH & SOCIAL SERVICES, DIVISION OF PUBLIC ASSISTANCE, IS SEEKING DENALI KIDCARE AND DENALI CARE ID CARDS & MAILERS FOR THE DIVISION OF PUBLIC ASSISTANCE, SECTION OF OPERATION SYSTEMS.

ISSUED BY:

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

PRIMARY CONTACT:

REBEKAH GARCIA
PROCUREMENT OFFICER
REBEKAH.GARCIA@ALASKA.GOV
(907) 465-2338

**SUBMIT FINALIZED DOCUMENTS TO THE PROCUREMENT OFFICER
(NLT) NO LATER THAN 2:00PM ON MARCH 13TH 2019 AKST.**

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.

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SECTION I - INTENT OF CONTRACT

1. **CONTRACT PERIOD:** This Invitation to Bid (ITB) will be the length of the contract from March 16, 2019 through March 16 2020, with the option to renew for two (2) 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:** By signature on their response, the respondent certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. If the respondent cannot certify that all work will be performed in the United States, the respondent must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of responses. The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary. Failure to comply with this requirement or to obtain a waiver may cause the state to reject the response as non-responsive, or cancel the contract.
2. **BID FORMS:** Bidders shall use this and attached forms in 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.

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Division of Finance and Management Services

Attention: Rebekah Garcia

ITB Title: Denali KidCare & Care ID Cards & Mailers for the Division of Public Assistance,
Section of System Operations

P.O. Box 110650

Juneau, AK 99801

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

- Emails must be submitted to the Procurement Officer (NLT) No Later Than 2:00PM on March 13th 2019 AKST.

NOTE: Emails with solicitation numbers annotated will be considered responsive and will not be opened until the scheduled date and time.

The email submission must contain the ITB number 0619-154 in the subject line. In the body of the email, please indicate the Procurement Officer's name Rebekah Garcia, 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 complying 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.

1. **LATE BIDS:** Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.
2. **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.

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3. **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.

4. **BID SUBMITTAL:** To be considered responsive, the Bidder must return and adhere to the following:
 - a. Pages 1 & 2 of the attachment *Final ITB 06 0619-154* (Assembled Form) signed and completed;
 - b. Page 22 Bid Schedule
 - c. Page 25 in this ITB - Federal requirements signed;
 - d. The laws of the State of Alaska;
 - e. Product or service offered must meet the specifications as described in this ITB;
 - f. A copy of the company's current Alaska business license;
 - g. Return any amendments that request the amendment be signed by the bidder and returned with the bid;
 - h. All terms and conditions set out in this ITB;
 - i. The applicable portion of the Federal Civil Rights Act of 1964; and
 - j. The Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Government.
 - k. **If awarded you must comply with Kennedy-Wilson Properties on page 24**

SECTION III – CONTRACT INFORMATION

1. **CONTRACT EXTENSION:** Unless otherwise provided in this solicitation, the state and the successful vendor/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.

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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 solicitation, the state and the successful vendor/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.
5. **METHOD OF AWARD:** Award will be made to the lowest and responsive bidder based on total bid price. 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. 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;

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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.

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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.

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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.

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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

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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

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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).

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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

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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.

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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

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

Term Contract to provide Denali KidCare and DenaliCare ID Cards & Mailers for the Division of Public Assistance, Section of Operation Systems.

Starting Number: K417001 – Denali KidCare ID Cards and Mailers; MED 31

Style: Pressure Seal

Parts: One part

Stock: Form is 28#, White

Ink: Heat Resistant

PMS 293 Blue and Process Magenta printed on face and back

1. Construction

- a. 8 – ½" x 14" Cut sheet; and
- b. Eccentric Z fold pressure seal.

2. Perfs

- a. One marginal perf located ½" from left and right edge.

3. Fold Perfs

- a. Special fold perf placement to accommodate 3 – ¾" short panel; and
- b. 5 full width perfs: from top edge, located 3 – ¼", 3 – ¾", 4 – ¼", 8 – 7/8", and 13 – ½".

4. Numbering

One Standard Red Ink Press on Face:

- a. MED 31 – letter prefix K in Heat Resistant Blue PMS 293;
- b. Ending document number: depends on "breaks" in printing run;
- c. A missing number list is required; and
- d. Prior to shipment of the order, a copy of the inventory sheet along with a missing number list shall be sent to the "ship to" address.

5. Card Patch

Integrated 3 – 3/8" x 2 – ¼" image-able punch out card patch on middle panel:

- a. Card must have toner receptive varnish laminate on front and back.

6. Cohesive Pattern

Special non-blocking roll-to-roll pattern:

- a. 3/8" x 3/16" blocks horizontally located 3 – 3/16" and 13 – ¾" from left and right edges;
- b. 3/8" x 1/8" blocks horizontally located 1/16" and 7 – ¼" from top edge on back;
- c. 3/8" x 1/8" blocks vertically starting 3 – 9/16" from top and bottom AND 1/16" inside left and right edge on face; and
- d. 3/8" x 1/8" blocks vertically starting 1/16" from top to 7 – ½" AND 15/16" inside left and right edge on back.

DPA - Denali KidCare & Care ID Cards & Mailers Section of System Operations**7. The FACE and BACK Includes**

- a. Two color printing: MED 31 – PMS 293 Blue and Magenta.

8. The FACE Includes

- a. Upper 3 – ¾” panel;
 1. Denali KidCare Form, “See Reverse Side for Opening Instructions”.
- b. Center 5 – 1/8” panel; and
 1. Card Patch as described above; and
 2. Prefix K in Heat resistant Blue PMS 293 followed by a six (6) – digit number pressed in red on the bottom left.

- c. Lower 5 – 1/8” Panel.

1. MED 31 - 067048 (REV 3/18).

9. The BACK Includes

- a. Upper 5 – 1/8” panel.
 1. Opening instructions step 1 and 2;
 2. Large Denali KidCare Logo; and
 3. State of Alaska Dept. of Health and Social Services and web address in red.

10. Middle 5-1/8” Panel

Return Postal Address:

(Denali KidCare Logo)
 P.O. BOX 240127
 ANCHORAGE, ALASKA 99524-0127

Postage permit number box:

Center: “Insuring Alaska’s Children and Our Future” between return address and postal indicia using size 18 font, brush script MT.

“RETURN SERVICE REQUESTED”

Back of Card patch with text as per sample.

11. Lower 3 – ¾” Panel

- a. Security panel shaded 50%.

12. Carton Packaging

- a. Each carton of 1,500 documents shall be clearly labeled with:
 1. The beginning and ending numbers of the forms contained in each carton;
 2. The carton number;
 3. The form number and title;
 4. Quantity contained; and
 5. The Delivery Order number.
- b. Each carton shall be shipped with appropriate shims to compensate for card thickness;
- c. All printed matter shall be securely packaged in cartons of 275# test in a manner that will protect the contents from damage;

DPA - Denali KidCare & Care ID Cards & Mailers Section of System Operations

- d. Damaged contents will not be paid for;
- e. With each shipment, a packaging slip showing actual quantities delivered accompany the shipments; and
- f. Missing numbers must be provided on a list and marked on each box of 1,500 documents.

13. Special Packaging

- a. Wrapped in 125 forms per package – 12 packages per carton; and
- b. Face up with low numbers on top.

14. Special Considerations

- a. Price stipulated includes – cartons are to be stored by vendor in a heated and secure warehouse to be delivered at the request of an authorized Dept. of Health and Social Services Representative;
- b. Inventory Spreadsheet required monthly;
- c. Delivery time not to exceed 48 hours from time of request; and
- d. Completed inventory of box numbers and forms is to be kept, and reported monthly to a Dept. of Health and Social Services Representative.

15. Usage

Finished form compatible for use on the following equipment:

- a. Nuvera 288 (b & w) and Xerox 700 (color) digital press high-speed laser printer; and
- b. Moore LM-15 pressure sealer.

16. Workmanship and Materials

- a. All work shall be performed in a thorough and workmanship-like manner;
- b. Unless otherwise specified, presswork and composition shall be of excellent quality as indicated in the Franklin Catalog, producing a clean, clear, and sharp impression;
- c. The contractor shall be held responsible for the quality of the finished work; and
- d. If any job is rejected because of error attributed to the contractor or subcontractor, or less quality than called for; the State shall at its option, receive a no cost reprint, or negotiate a lower price if product is usable.

17. Artwork

- a. Any original copy supplied or generated as a result of this bid shall become or remain the property of the State of Alaska and shall be returned along with the job; and
- b. Copies of artwork to be supplied by division upon award of order.

18. Alterations

The contractor shall obtain the approval of the Procurement Specialist;

- a. In writing, prior to performing any requested alterations, which are not within the scope of the specifications contained herein; and
- b. Any extra charges for alterations not approved by the Procurement Specialist shall be denied.

19. Over / Under Run

- a. A 5% over-run or under-run is allowable.

DPA - Denali KidCare & Care ID Cards & Mailers Section of System Operations**20. Proofs and Negatives**

- a. Approved proof by requesting division will be required prior to printing;
- b. Price stipulated includes costs of all proofs, negatives, composition fees, typesetting fees, etc.; and
- c. Proofs and Negatives shall be returned to the requesting division upon completion of the job.

21. Award

- a. Award will be made to one contractor based on the lowest responsive and responsible bid.
- b. Samples take precedence over written specifications, except items that are noted as (modified from sample).

22. Delivery

- a. See page 29 for Frontier Building delivery requirements (Kennedy-Wilson International);
- b. Pull boxes from delivery vehicle in numerical order starting with the highest numbered box;
- c. Boxes are to be stacked at the delivery site by the contractor in numerical order; and
- d. At the delivery site, stack boxes upward with the highest numbered box at the bottom, ending with box number 1 at the top.

Starting Number: D 273001 – DenaliCare ID Cards and Mailers; MED 38

Style: Pressure Seal

Parts: One part

Stock: Form is 28#, White

Ink: Heat Resistant

PMS 301 Blue and PMS 124 Gold printed on face and back

1. Construction

- a. 8 – ½" x 14" Cut sheet; and
- b. Eccentric Z fold pressure seal.

2. Perfs

- a. One marginal perf located ½" from left and right edge.

3. Fold Perfs

- a. Special fold perf placement to accommodate 3 – ¾" short panel;
- b. 5 full width perfs: From top edge, located 3 – ¼", 3 – ¾", 4 – ¼", 8 – 7/8" and 13 – ½".

4. Numbering

One Standard Red Ink Press on Face.

- a. MED 38 – letter prefix D in Heat Resistant Blue PMS 301;
- b. Ending document number: depends on "breaks" in printing run;
- c. A missing number list is required; and
- d. Prior to shipment of the order, a copy of the inventory sheet along with a missing number list shall be sent to the "ship to" address.

5. Card Patch

DPA - Denali KidCare & Care ID Cards & Mailers Section of System Operations

Integrated 3 – 3/8" x 2 – 1/4" image-able punch out card patch on middle panel.

- a. Card must have toner receptive varnish laminate on front and back.

6. Cohesive Pattern

Special non-blocking roll-to-roll pattern:

- a. 3/8" x 3/16" blocks horizontally located 3 – 3/16" and 13 – 3/4" from left and right edges;
- b. 3/8" x 1/8" blocks horizontally located 1/16" and 7 – 1/4" from top edge on back;
- c. 3/8" x 1/8" blocks vertically starting 3 - 9/16" from top and bottom AND 1/16" inside left and right edge on face; and
- d. 3/8" x 1/8" blocks vertically starting 1/16" from top to 7 – 1/2" AND 15/16" inside left and right edge on back.

7. The FACE and BACK Includes

- a. Two color printing: MED 38 – PMS 301 Blue and PMS 124 Gold.

8. Face Includes

- a. Upper 3 – 3/4" panel;
 1. DenaliCare Form, "See Reverse Side for Opening Instructions".
- b. Center 5 – 1/8" panel;
 1. Card Patch as described above; and
 2. Prefix D in Heat resistant Blue PMS 301 followed by a six (6) digit number pressed in red on the bottom left.
- c. Lower 5 – 1/8" panel.
 1. MED 38 – 064025 (REV 3/18).

9. The Back Includes

- a. Upper 5 – 1/8" panel.
 1. Opening instructions steps 1 and 2;
 2. Large DenaliCare Logo; and
 3. State of Alaska, Dept. of Health and Social Services and web address in blue.

10. Middle 5 – 1/8" Panel

Return Postal Address:

(DenaliCare Logo)

P.O. BOX 240127

ANCHORAGE, ALASKA 99524-0127

Postage permit number box:

Center: "Insuring the Health of Alaskans" between return address and postal indicia using size 18 font, brush script MT.

"RETURN SERVICE REQUESTED"

Back of Card patch with text as sample.

11. Lower 3 – 3/4" Panel

- a. Security panel shaded 50%.

DPA - Denali KidCare & Care ID Cards & Mailers Section of System Operations**12. Carton Packaging**

- a. Each carton of 1,500 documents shall be clearly labeled with:
 1. The beginning and ending numbers of the forms contained in each carton;
 2. The carton number;
 3. The form number and title;
 4. Quantity contained; and
 5. The Delivery Order number.
- b. Each carton shall be shipped with appropriate shims to compensate for card thickness;
- c. All printed matter shall be securely packaged in cartons of 275# test in a manner that will protect the contents from damage;
- d. Damaged contents will not be paid for;
- e. With each shipment, a packaging slip showing actual quantities delivered accompany the shipments; and
- f. Missing numbers must be provided on a list and marked on each box of 1,500 documents.

13. Special Packaging

- a. Wrapped in 125 forms per package – 12 packages per carton; and
- b. Face up with low numbers on top.

14. Special Considerations

- a. Price stipulated includes – cartons are to be stored by vendor in a **heated and secure** warehouse to be delivered at the request of an authorized Department of Health and Social Services Representative;
- b. Inventory Spreadsheet required monthly;
- c. Delivery time not to exceed 48 hours from time of request; and
- d. Completed inventory of box numbers and forms is to be kept, and reported monthly to a Department of Health and Social Services Representative.

15. Usage

Finished form compatible for use on the following equipment:

- a. Nuvera 288 (b & w) and Xerox 700 (color) digital press high-speed laser printer; and
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16. Workmanship and Materials

- a. All work shall be performed in a thorough and workmanship-like manner;
- b. Unless otherwise specified, presswork and composition shall be of excellent quality as indicated in the Franklin Catalog, producing a clean, clear, and sharp impression;
- c. The contractor shall be held responsible for the quality of the finished work; and
- d. If any job is rejected because of error attributed to the contractor or subcontractor, or less quality than called for; the State shall at its option, receive at no cost reprint, or negotiate a lower price if product is usable.

DPA - Denali KidCare & Care ID Cards & Mailers Section of System Operations**17. Artwork**

- a. Any original copy supplied or generated as a result of this bid shall become or remain the property of the State of Alaska and shall be returned along with the job; and
- b. Copies of artwork to be supplied by division upon award of order.

18. Alterations

The contractor shall obtain the approval of the Procurement Specialist;

- a. In writing, prior to performing any requested alterations, which are not within the scope of the specifications contained herein; and
- b. Any extra charges for alterations not approved by the Procurement Specialist shall be denied.

19. Over / Under Run

- a. A 5% over-run or under-run is allowable.

20. Proofs and Negatives

- a. Approved proof by requesting division will be required prior to printing;
- b. Price stipulated includes costs of all proofs, negatives, composition fees, typesetting fees, etc.; and
- c. Proofs and Negatives shall be returned to the requesting division upon completion of the job.

21. Award

- a. Award will be made to one contractor based on the lowest responsive and responsible bid.
- b. Samples take precedence over written specifications, except items that are noted as (modified from sample).

22. Delivery

- a. See page 29 Frontier Building delivery requirements (Kennedy-Wilson International);
- b. Pull boxes from delivery vehicle in numerical order starting with the highest numbered box;
- c. Boxes are to be stacked at the delivery site by the contractor in numerical order; and
- d. At the delivery site, stack boxes upward with the highest numbered box at the bottom, ending with box number 1 at the top.

DPA - Denali KidCare & Care ID Cards & Mailers Section of System Operations**Bid Schedule**

Do not edit this bid in any manner. In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected. Contact the Procurement Officer in writing with any questions.

QUANTITIES: The quantities referenced in the Bid Schedule of this ITB are the State's estimate and may not include all quantities. The State does not guarantee any minimum or maximum amount of quantities to be purchased. However, the Contractor shall be required to furnish for all quantities as required by State.					
Unit Prices must include shipping and handling					
Item #	Quantity	Unit	Description	Unit	Total
Denali KidCare ID Cards & Mailers (See Pages 20 – 23 for Specifications)					
1	70,000	Each	Denali KidCare	\$ _____	\$ _____
2	75,000	Each	Denali KidCare	\$ _____	\$ _____
3	80,000	Each	Denali KidCare	\$ _____	\$ _____
4	85,000	Each	Denali KidCare	\$ _____	\$ _____
5	90,000	Each	Denali KidCare	\$ _____	\$ _____
6	95,000	Each	Denali KidCare	\$ _____	\$ _____
7	100,000	Each	Denali KidCare	\$ _____	\$ _____
8	105,000	Each	Denali KidCare	\$ _____	\$ _____
9	110,000	Each	Denali KidCare	\$ _____	\$ _____
10	115,000	Each	Denali KidCare	\$ _____	\$ _____
11	120,000	Each	Denali KidCare	\$ _____	\$ _____
12	125,000	Each	Denali KidCare	\$ _____	\$ _____
13	130,000	Each	Denali KidCare	\$ _____	\$ _____
DenaliCare ID Cards & Mailers (See Pages 24 – 26 for Specifications)					
1	70,000	Each	DenaliCare	\$ _____	\$ _____
2	75,000	Each	DenaliCare	\$ _____	\$ _____
3	80,000	Each	DenaliCare	\$ _____	\$ _____
4	85,000	Each	DenaliCare	\$ _____	\$ _____
5	90,000	Each	DenaliCare	\$ _____	\$ _____

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6	95,000	Each	DenaliCare	\$ _____	\$ _____
7	100,000	Each	DenaliCare	\$ _____	\$ _____
8	105,000	Each	DenaliCare	\$ _____	\$ _____
9	110,000	Each	DenaliCare	\$ _____	\$ _____
10	115,000	Each	DenaliCare	\$ _____	\$ _____
11	120,000	Each	DenaliCare	\$ _____	\$ _____
12	125,000	Each	DenaliCare	\$ _____	\$ _____
13	130,000	Each	DenaliCare	\$ _____	\$ _____
Total Bid Price					\$ _____
Award will be made based on the lowest Total Bid Price and meeting the specifications listed on this ITB. Contractor must bid on all items.					

Defective Work

Failure to provide any of the services described herein will cause the Procurement Officer to issue a written warning to the Contractor. A copy of the warning will be sent to the Division. If the deficiency is not corrected within 12 hours of notification it will constitute a warning.

More than three (3) warnings in 60 day period will be grounds for the State to declare the Contractor in default.

If a deficiency is not corrected within 24 hours of notification the State will hire another firm to correct the deficiency and deduct that cost from the next payment due under the contract.

Price Adjustment

Contract prices are to remain firm through the first twelve (12) months of the contract. Annually, prior to renewal, the contractor may request price adjustments. Requests must be in writing and must be received thirty (30) days prior to renewal. After a price adjustment the prices will remain firm through the current term of the contract. Price adjustments will be made in accordance with the annual percentage change in the U.S. Department of Labor Consumer Price Index (CPI) base Index for all Urban Consumers, all Items, Anchorage, AK, issued for each January through June, six (6) month average of each contract term. The percentage difference between the CPI issued for January through June 2016, and the CPI issued for each January through June of the year of adjustment will determine the maximum allowable adjustment of original contract prices. No retroactive contract price adjustments will be allowed.

DPA - Denali KidCare & Care ID Cards & Mailers Section of System Operations



To: Moving Company

Welcome to the Frontier Building. We have recently been informed that your company will be contributing to a move within our building. Below is a list of regulations that should be read and understood before arriving to the property.

1. A copy of your company's certificate of insurance must be received in our office, before any work is started.
2. Always check in with building management or a security guard when arriving and when leaving the property.
3. Always inform a building manager what days and times you are expected to work.
4. All moves **MUST** be conducted after business hours. (Usual start time is 5:30 p.m.)
5. Freight Elevator – We allow one padded freight elevator to be used during a move. We cannot guarantee the use of an additional elevator due to other vendors and contractors; however, if an additional one is needed we ask for a minimum one (1) day notice.
6. Do not **EVER** force any items into the elevator.
7. Moving Vehicles are to park in designated areas only (Freight Zone). At no time are vehicles allowed to park in the in the Fire Lane or near any street exits to the building.
8. Vehicles are allowed to remove posts and back up to the “paver tiles”. However, at no time should any vehicles ever park on the “paver tiles” themselves. Posts are required to be placed back when leaving the property.
9. When working on a floor, be sure not to block any fire pull stations, fire doors, or block hallways. Boxes and/or moving supplies are not allowed to be stored in any common areas of any floor (i.e. hallways, closets, and stairwells).
10. Any items weighing 300lbs are not allowed to be placed directly on the 1st floor lobby tile floor. Instead, plywood is recommended to use in order to distribute the weight of the object.
11. Front lobby doors are prohibited from being propped open in order to carry things in and out of the building.
12. Always prop open wooden suite doors with rubber door stopper.
13. Excessive loud music, noise or swearing is never allowed.

These rules and regulations have been created to prevent any misunderstanding of how building management would like moves to be conducted on our property. If you should have any questions or comments please contact me at 561-1672.

Sincerely,

DPA - Denali KidCare & Care ID Cards & Mailers Section of System Operations

Kennedy-Wilson Properties of Alaska, LTD.

As Agent for THE FRONTIER BUILDING LIMITED PARTNERSHIP

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

DPA - Denali KidCare & Care ID Cards & Mailers Section of System Operations**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.