

<b>REQUEST FOR QUOTATION (RFQ)</b>		<b>PROCUREMENT OFFICE</b>			
<b>RFQ Issue Date: October 14, 2021</b> <b>RFQ No: 02-107-22</b> <b>Quotation Due Date: October 25, 2021 until 2.00 p.m. AKST</b>		Office of Procurement and Property Management (OPPM), Department of Administration 555 W. 7 <sup>th</sup> Ave., Suite 290 Anchorage, Alaska 99501			
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<b>VENDOR NOTICE (This is NOT a Purchase Order)</b> <p>This is an informal quotation that will not be read at public opening. The information may be publicly reviewed after award. The terms and conditions should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all charges, but exclude applicable taxes. Return the quotation prior to the above time and date to the above address or email the Procurement Officer referenced below. Please reference the Procurement Officer's name and the RFQ number.</p>					
FOB Destination: <b>Multiple Locations</b>		<b>Procurement Officer: Christine Mash</b> <b>E-mail: <a href="mailto:doa.oppm.procurement@alaska.gov">doa.oppm.procurement@alaska.gov</a></b>			
<b>VENDOR QUOTATION</b>					
<p>On behalf of the State of Alaska, Office of Procurement and Property Management (OPPM), Department of Administration (DOA), Division of Division of Retirement and Benefits (DRB), is soliciting quotes for printing and mailing Newsletters. Quotes will be received until 2.00 p.m. Alaska Time, October 25, 2021. Quotes received after the specified deadline will be considered non-responsive.</p> <p><b>For detailed Scope of Work: See Attachment One (one page).</b>  <b>For Quote Schedule: See Attachment Two (one page).</b></p> <p>Deliverables: The service for the printing and mailing of Newsletters must be commenced, completed, and mailed by November 15, 2021.</p> <p>DOA, DRB, estimates a budget of between <b>\$28,000.00</b> and <b>\$30,000.00</b> dollars for completion of this project per year. Quotes price at more than <b>\$30,000.00</b> will be considered non-responsive.</p> <p><b>Email Preferred: <a href="mailto:doa.oppm.procurement@alaska.gov">doa.oppm.procurement@alaska.gov</a></b></p> <p><b><u>AWARD:</u></b> Award shall be made to the lowest responsive and responsible bidder responding to this RFQ.</p> <p><b><u>Contract Period:</u></b> The length of the contract will be from the date of award, November 1, 2021, through November 30, 2022, with the option to renew for three one-year terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.</p> <p><b>Modifications and any additions/deletions to the form below will not be allowed. Quotes shall be considered non-responsive if any adjustments are made. The State does not guarantee a minimum or maximum quantity amount.</b></p>					
<b>THIS SECTION MUST BE COMPLETED BY VENDOR</b>					
<b>Lump Sum, in words:</b> _____ /US\$_____					
<b>Submit the Attachment Two Quote Schedule with this form.</b>					
Company Name	Address	City	State	ZIP	Phone Number
Alaska Business License	Vendor Tax I.D. No.	Do you qualify for the Alaska Bidders Preference? [ ] Yes                  [ ] No			
		Do you qualify for the Alaska Veteran Preference? [ ] Yes                  [ ] No			
_____ Signature		_____ Date		_____ Typed Name and Title	

## INSTRUCTIONS TO BIDDERS TERMS AND CONDITIONS

**1. REQUEST FOR QUOTATION (RFQ) REVIEW:** Offerors shall carefully review this RFQ for defects and questionable or objectionable material. Offerors' comments concerning defects and questionable or objectionable material in the RFQ must be made in writing and received by the purchasing authority before the date and time set for receipt of quotes. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective quote, upon which award cannot be made, and the resultant exposure of offerors' prices. Offerors' original comments should be sent to the purchasing authority listed on the front of this RFQ.

**2. QUOTATION FORMS:** Offerors shall use this and attached forms in submitting quotes. A photocopied quote may be submitted.

**3. SUBMISSION:** Quotations shall be signed where applicable and received at the designated Purchasing Office no later than as indicated.

**4. QUOTE REJECTION:** The State reserves the right to reject any or all quotes, combinations of items, or lot(s), and to waive defects or minor informalities.

**5. EXTENSION OF PRICES:** In case of error in the extension of prices in the quote, the unit prices will govern; in a lot bid, the lot prices will govern. Negligence by the vendor in preparing the quotation confers no right for the withdrawal of the quotation after it has been opened.

**6. ALASKA PROCUREMENT CODE:** The Procurement Code (AS.36.30) and its Regulations (2 AAC Ch. 12), are made a part of this document as if fully set forth herein. Note: AS.36.30 and 2 AAC Ch. 12 are available at most public libraries and legislative information offices; and both are available for review at Alaska State Purchasing Offices.

**7. PRICES:** The offeror shall state prices in the units of issue on this RFQ. 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 must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the State, the offeror 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.

**8. PAYMENT FOR STATE PURCHASES:** Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a State agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement which establishes a lower interest rate or precludes the charging of interest.

**9. PAYMENT DISCOUNT:** Discounts for prompt payment will not be considered in evaluating the price you quote. However, the State shall be entitled to take advantage of any payment discount(s) offered by the vendor provided payment is made within the discount period. Payment discount periods will be computed from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice.

**10. VENDOR TAX ID NUMBER:** If goods or services procured through this RFQ 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.

**11. 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.

**12. SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**13. TITLE:** Title passes to the State for each item at FOB destination.

**14. FILING A PROTEST:** An offeror shall attempt to informally resolve a dispute with the procurement officer regarding a small procurement. If the attempt is unsuccessful, the vendor may protest the solicitation or the award of a small procurement contract under AS 36.30.320. The protest must be filed in writing with the commissioner of the purchasing agency or the commissioner's designee 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. The protester must file a copy of the protest with the procurement officer for the purchasing agency. Protests will be treated in accordance with AS 36.30.550 and 2 AAC 12.695.

**15. COMPLIANCE:** In the performance of a contract that results from this RFQ, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

**16. SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by an offeror shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

**17. SPECIFICATIONS:** Unless otherwise specified in the RFQ, product brand names or model numbers are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

**18. FIRM OFFER:** For the purpose of award, offers made in accordance with this RFQ must be good and firm for a period of ninety (90) days from the date of quote opening.

**19. QUOTE PREPARATION COSTS:** The State is not liable for any costs incurred by the offeror in quote preparation.

**20. CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low quote of \$50 or less may, at the discretion of the State, be awarded to the next low offeror receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "FILING A PROTEST" above.

**21. CONTRACT FUNDING:** Offerors 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.

**22. 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.

**23. ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this RFQ is not permitted unless authorized in writing by the procurement officer of the contracting agency. Quotes that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.

**24. 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.

**25. FORCE MAJEURE** (Impossibility to perform): The parties to a contract resulting from this RFQ 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 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.

**26. LATE QUOTES:** Late quotes are quotes received after the time and date set for receipt of the quotes. Late quotes will not be accepted.

**27. CONTRACT EXTENSION:** Unless otherwise provided in this RFQ, the State and the successful offeror/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.

**28. 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.

**29. DISPUTES:** If a contractor has a claim arising in connection with a contract resulting from this RFQ 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.

**30. GOVERNING LAW; FORUM SELECTION:** A contract resulting from this RFQ is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 29 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.

**31. 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 quote the offeror 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, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

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

**33. ORDER DOCUMENTS:** Except as specifically allowed under this RFQ, 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 RFQ. 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 RFQ.

**34. 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.

**35. OFFERORS WITH DISABILITIES:** The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the procurement officer named on the cover page of this RFQ as soon as possible, but no later than the date and time quotations are due to make any necessary arrangements.

**36. COMPLIANCE WITH ADA:** By signature of their quote the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government. Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

## Scope of Work

### RFQ 02-107-22 Newsletter Printing and Mailing

The successful offeror must provide the following: Print, prepare and mail Division of Retirement and Benefits (DRB) newsletters per year. These will be spread across three different recipient groups: Health Matters 41,500; PERS 50,000; and TRS 22,500

**Stock:** 70# text, white. Please indicate the percent of recycle content on the quote schedule.

If a 12-page newsletter is produced, a **lighter weight paper** of Contractor's suggestion (subject to approval of the project manager) shall need to be used in order to keep mailing weight at or below one ounce per piece.

**Size:** 11" x 17" overall, folded in half (8-1/2" x 11"), and then folded to 8-1/2" x 5-1/2" for mailing.

**Ink:** Black and one PMS spot color, with halftones and possibly duotones on each 4-page signature.

**Quantities:** Approximately 22,002 PERS Statements  
Approximately 6,006 TRS Statements

**Page Count:** Of the six newsletters per year, approximately two shall be four pages (PERS & TRS), three shall be eight pages (Health Matters / PERS / TRS), and one shall be twelve pages (Health Matters). Please see the sample newsletter link provided below for more detail.

**Ink:** Black and one PMS spot color, with halftones and possibly duotones on each 4-page signature.

**Tab:** The use of a tab to secure the newsletter shall be in accordance with U.S. Postal Service requirements. If tabbing is required, it must be included in the quote price.

**Copy:** Camera-ready files (both layout and PDF) will be provided by the State of Alaska and sent electronically to the Contractor. Newsletters are created using InDesign. Two-sided printing including numerous halftones and bleeds.

**Proof:** An electronic proof shall be supplied to DRB and the Contractor shall receive approval before printing of any newsletter.

**Artwork:** Any copy and artwork supplied or generated as a result of this quote shall remain the property of the State of Alaska.

**Addresses:** DRB will provide a data file of addresses, produced from Microsoft Access or Microsoft Excel. The Contractor must run addresses through address certification software before mailing to standardize these addresses to CASS-certified standards and the most current USPS standard for barcodes. The Contractor must comply with U.S. Postal Service requirements and take advantage of the cheapest mailing rates. The Contractor must mail, via Presorted Standard unless otherwise specified, directly from the Contractor's location to each address.

## Scope of Work

RFQ 02-107-22 Newsletter Printing and Mailing

**Delivery:** Prior to mailing the newsletters, the Contractor shall send, by USPS priority mail, approximately 200 of each newsletter to DRB's Juneau office. The number of newsletters to be mailed to DRB will be specified on each delivery order. Cost for delivery is borne by Contractor and must be included in their unit price on the quote schedule.

**Date Delivery Required:** The first newsletter (Health Matters - 12 pages) must be mailed out by November 15, 2021.

**Postage:** Postage costs for newsletters mailed to members must be excluded from the quote amount. Quotes must be for printing, paper, bindery, address standardization, printed corrected CASS-certified addresses with the most current USPS barcode standard, and mailing of newsletters. Actual postage costs, using the USPS Automated Standard Presort rate, shall be paid by the Contractor, and billed separately. The Contractor must provide receipts for postage costs and actual mailing dates. The Contractor must secure and maintain all postal permits and indicia required for performance under the contract. Postal permit fees shall be borne by the Contractor. No additional fees may be claimed by the Contractor.

Newsletter printing orders will be placed on an "as needed basis" by the Division of Retirement and Benefits. The number of newsletters, quantities, frequency, and timing of each newsletter may vary. Quantities will be adjusted for each issue as needed.

**Samples:** of our Newsletters can be found on the DRB website at:  
<http://doa.alaska.gov/drb/newsletters/index.html>.

**Alterations:** The Contractor must obtain the approval from the Procurement Office, in writing, prior to performing any requested alterations which are not within the scope of the specifications contained herein. Any additional charges for alterations, not approved by the Procurement Office, will be denied.

**Confidentiality:** Information provided via CD or on an FTP website is confidential and protected in accordance with AS 40.25.151 (Confidentiality of Retirement Records) and are not to be distributed in any way. The Contractor must agree to and sign a confidentiality agreement before work begins. Once the job is completed, the Contractor must return or destroy the data provided by the Division and must notify the Division of the date and method of destruction.

**Price Adjustments:** During the term(s) of the contract, prices may be increased based on the Contractor's actual cost of paper/ mailing services. Contract prices shall remain firm from the date of award for one year. The Contractor must request in writing to the Procurement Office a minimum of 30 days before the optional renewal year is exercised. The optional renewal year is to be exercised based solely on the State's discretion.