

# STATE OF ALASKA REISSUED – INVITATION TO BID (ITB)



## DRB RECURRING PRINTING AND DISTRIBUTION

REISSUED ITB # 02-101-23

DECEMBER 1, 2022

THE DEPARTMENT OF ADMINISTRATION, DIVISION OF RETIREMENT AND BENEFITS, IS SOLICITING BIDS FOR VARIOUS RECURRING PRINTING AND DISTRIBUTION NEEDS THAT MAY BE ON A ONE-TIME BASIS OR REOCCURRING BASIS AND MAY BE AWARDED THROUGH MULTIPLE CONTRACTS

**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 below in order to receive notification of subsequent amendments to the solicitation. Failure to register with the procurement officer may result in the rejection of your offer.

**BIDDER'S NOTICE:** By signature on this form, the bidder certifies that they comply with the following:

- (1) the bidder has a valid Alaska business license or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one the following forms of evidence submitted with the bid:
  - a canceled check for the business license fee;
  - a copy of the business license application with a receipt date stamp from the State's business license office;
  - a receipt from the State's business license office for the license fee;
  - a copy of the bidder's valid business license;
  - a sworn notarized affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion, under penalty of perjury, and that the bidder is complying with:
  - the laws of the State of Alaska;
  - the applicable portion of the Federal Civil Rights Act of 1964;
  - the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
  - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
  - the bid will remain open and valid for at least 90 days;
  - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder does not hold an Alaska Business License (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. Bids must also be submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference. If a bidder fails to comply with (2) of this paragraph, the state may reject the bid, terminate the contract, or consider the contractor in default.

Lisa Trombi Procurement Specialist III Email: doa.oppm.procurement@alaska.gov	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [ ] YES [ ] NO
	_____ AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [ ] YES [ ] NO
_____ ALASKA BUSINESS LICENSE NUMBER	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
	_____ DATE	_____ TELEPHONE NUMBER
_____ SAM.GOV, CAGE, or DUNS NUMBER (if applicable)	_____ FEDERAL TAX ID NUMBER	_____ E-MAIL ADDRESS

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE ITB

The Department of Administration, Division of Retirement and Benefits, is soliciting bids for various recurring printing and distribution needs that may be on a one-time basis or reoccurring basis. Newsletters, retirement applications, open enrollment materials, informational postcards, annual benefit statements, and other urgent or special circumstance printing and distribution as needed. This solicitation may be awarded through multiple contracts.

### SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 12:00 Noon Alaska Time on December 15, 2022. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

### SEC. 1.03 PRIOR EXPERIENCE

In order for a bid to be considered responsive the bidder (Firm) must meet these minimum prior experience requirements:

- Minimum 5-years' State of Alaska prior experience in printing and mail distribution with no production or distribution issues.
- Minimum 8-years' prior experience with printing and mail distribution services.

A bidder's failure to meet the above minimum Prior Experience requirements will cause their bid to be considered non-responsive and rejected. **Bidders must certify their prior experience on Submittal Form A – Bidder Information (Attachment 21).**

### SEC. 1.04 REQUIREMENTS

Bidders must provide two references from previous customers that the bidder has conducted business with under a similar scope of work as listed in this ITB.

### SEC. 1.05 REQUIREMENTS AFTER CONTRACT AWARD

In addition to the above minimum prior experience requirements, the bidder (Firm) must also be able to meet all of the requirements detailed in **Section 2.10 Scope of Work and Specifications** of this ITB for each Bid Schedule line items bid.

After contract award, the selected bidder(s) shall be required to sign a confidentiality agreement.

Failure to meet these requirements may result in the immediate cancellation of the awarded contract and the award will go to the next responsive bidder on record.

## SEC. 1.06 INVITATION TO BID (ITB) REVIEW

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the procurement officer at least ten 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.

## SEC. 1.07 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the ITB. The procurement officer will make that decision.

## SEC. 1.08 SUBMITTING BIDS

Bidders must submit their bid electronically to the procurement officer in PDF format via email. The bid must be emailed to [doa.oppm.procurement@alaska.gov](mailto:doa.oppm.procurement@alaska.gov) and must contain the ITB number in the subject line of the email. 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 bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy bid, if you are emailing your bid, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of bid.

It is the bidder's responsibility to contact the issuing agency at [doa.oppm.procurement@alaska.gov](mailto:doa.oppm.procurement@alaska.gov) to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

## SEC. 1.09 BID FORMS

Bidders shall use the front page of this ITB and any other forms identified in this ITB for submitting bids. All bids must be signed by an individual authorized to bind the bidder to the provisions of the ITB.

### BIDDER'S CERTIFICATION

By signature on the bid, the bidder certifies that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;

- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
- E. all terms and conditions set out in this ITB;
- F. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- G. that the bid will remain open and valid for at least 90 days.

If any bidder fails to comply with [a] through [g] of this paragraph, the state reserves the right to disregard the bid, terminate the contract, or consider the contractor in default.

#### CONFLICT OF INTEREST

Each bid shall include a statement indicating whether or not the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a bid non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

### SEC. 1.10 PRICES

The bidder shall state prices in the units of issue on this ITB. 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.

### SEC. 1.11 ASSISTANCE TO BIDDERS WITH A DISABILITY

Bidders 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 for receipt of bids.

### SEC. 1.12 AMENDMENTS TO BIDS

Amendments to or withdrawals of bids will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of bids, in accordance with 2 AAC 12.140. No amendments or withdrawals will be accepted after the deadline unless the delay is due to an error of the contracting agency, in accordance with 2 AAC 12.160.

### SEC. 1.13 AMENDMENTS TO THE ITB

If an amendment is issued, it will be provided to all who were notified of the ITB and to those who have registered with the procurement officer after receiving the ITB from the State of Alaska Online Public Notice website.

**SEC. 1.14 ITB SCHEDULE**

The ITB schedule set out herein represents the State of Alaska’s best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of bids, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

ACTIVITY	TIME	DATE
Reissue Date / Reissued ITB Released		December 1, 2022
Last Day for Submitting Questions		December 8, 2022
Deadline for Receipt of Bids / Bid Due Date	12:00 Noon AKST	December 15, 2022
Bid Evaluations Complete (approximately week of)		December 19, 2022
Notice of Intent to Award (approximately)		December 26, 2022
Contract Issued (approximately)		January 1, 2023

This ITB does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Retirement and Benefits, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

**SEC. 1.15 ALTERNATE BIDS**

Bidders may only submit one bid for evaluation. In accordance with 2 AAC 12.830 alternate bids (bids that offer something different than what is asked for) will be rejected.

**SEC. 1.16 SUPPORTING INFORMATION**

Bidders shall submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the procurement 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 or services 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.

**SEC. 1.17 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 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.

## SECTION 2. CONTRACT INFORMATION

### SEC. 2.01 CONTRACT TERM

The length of the contract will be from the date of award, approximately January 1, 2023, through December 31, 2023, with the option to renew for five additional one-year terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state. This solicitation may be awarded through multiple contracts.

### SEC. 2.02 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Administration, Division of Retirement and Benefits.

### SEC. 2.03 CONTRACT FUNDING

Department of Administration, Division of Retirement and Benefits, estimates a budget of \$1,500,000.00 dollars for this contract. Bids priced at more than \$1,500,000.00 will be considered non-responsive.

Approval or continuation of a contract resulting from this ITB is contingent upon legislative appropriation.

### SEC. 2.04 CONTRACT EXTENSION

Unless otherwise provided in this ITB, the state and the successful bidder/contractor agree: (1) that any extension 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) the procurement officer will provide written notice to the contractor of the intent to cancel the month-to-month extension at least thirty (30) days before the date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

### SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the state will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the procurement officer has secured required state approvals necessary for the amendment and issued a written contract amendment.

### SEC. 2.06 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If a bidder intends to use subcontractors, the bidder must identify on Submittal Form B – Subcontractors (Attachment 22) the names of the subcontractors and the portions of the work the subcontractors will perform.



Subcontractor experience shall be considered in determining whether the bidder meets the requirements set forth in SEC. 1.03 PRIOR EXPERIENCE.

If a bid with subcontractors is selected, the bidder must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license; and
- a written statement signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

A bidder's failure to provide this information, within the time set, may cause the state to consider their bid non-responsive and reject it.

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

## SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

## SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The state **will not** provide workspace for the contractor. The contractor must provide its own workspace.

By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of bids.

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 these requirements may cause the state to reject the bid as non-responsive or cancel the contract.

## SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

## SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS

Print and prepare various DRB recurring printing and distribution events that may be on a one-time basis or reoccurring basis. These events may include:

- Various newsletters, approximately seven events per year
  - Newsletter orders will be placed on an as-needed basis. The number of newsletters, quantities, frequency, and timing will vary and will be confirmed with each order.
  - See **Section 6. Attachments**, attachments 3-5 for sample newsletters
- Various informational postcards, approximately six events per year
  - Postcard orders will be placed on an as-needed basis. The number of postcards, quantities, frequency, and timing will vary and will be confirmed with each order.
  - See **Section 6. Attachments**, attachments 6-9 for sample postcards
- Benefit open enrollment materials
  - AlaskaCare Employee Health Plan Guide annually the third week of October
  - AlaskaCare Retiree Plan Guides annually the last week of September
  - AlaskaCare Retiree Plan Postcard annually the last week of October
  - See **Section 6. Attachments**, attachments 10-13 for open enrollment samples
- PERS and TRS retirement applications
  - Printed and delivered to DRB annually
  - See **Section 6. Attachments**, attachments 14-15 for retirement application samples
- PERS and TRS benefit statements
  - PERS benefit statement mailing date annually mid-September
  - TRS benefit statement mailing date annually mid-October
  - See **Section 6. Attachments**, attachments 16-17 for benefit statement samples
- PERS and TRS Annual Comprehensive Financial Report (ACFR)
  - Printed and delivered to DRB annually approximately December 31
- IRS Form 1099-R and Form W-2
  - Annually post marked no later than January 31<sup>st</sup>
  - Fillable and electronic forms annually delivered to DRM no later than Feb 5<sup>th</sup>
- IRS Form 1095-B
  - Annually delivered to DRB no later than March 1<sup>st</sup>
- Other DRB urgent or special circumstance printing and distribution as needed

Actual quantities, frequency, and timing of orders resulting from this ITB may vary. Details and specifications will be set forth for each order as issued by the State.

**Artwork**

Camera-ready files (PDF) will be provided by DRB and sent electronically to the contractor. Contractors must have the capability to accept files in electronic format. Any original copy supplied, or generated as a result of this bid, will become or remain the property of the State of Alaska and must be returned.

**Alterations**

The contractor must obtain Project Manager written approval prior to performing any requested alterations which are not within the scope of the specifications contained for each specific printing order resulting from this ITB. Any extra charges for alterations, not approved by the Project Manager, will be denied.

**Addresses**

When required, DRB will provide a Microsoft Excel file containing addresses. Before mailing, the contractor must run addresses through address certification software to standardize these addresses to CASS-certified standards and provide Intelligent Mail bar-coding, or the most current USPS standard for barcodes. The contractor must provide DRB with any and all changes to addresses made by the CASS certification process or by any other required address processing function. There may be addresses that cannot be certified, these generally include foreign and undeliverable addresses. The contractor shall be responsible for mailing the foreign and notifying DRB of any undeliverable items. The contractor must comply with USPS requirements and take advantage of the least expensive mailing rates, unless otherwise specified, directly from the contractor's location to each address.

**Postage**

Actual distribution postage costs must be paid by the contractor and billed separately to the State of Alaska. The contractor must provide receipts for postage costs, proof of mailing, and actual mailing dates. The contractor must secure and maintain all postal permits and indicia required for performance under the contract awarded as a result of this ITB. Postal permit fees shall be borne by the contractor. No additional fees shall be claimed by the contractor.

When applicable, prepayment of postage costs with appropriate documentation will be permitted no sooner than one week prior to a distribution date.

**Samples**

Samples are available in **Section 6. Attachments**.

**Additional Specifications for Newsletters****Bid Schedule Lines 1-7**

Print, prepare, and mail approximately seven newsletters per year.

Newsletters have three recipient groups:

HealthMatters	Approximately 50,000 recipients
PERS	Approximately 60,000 recipients
TRS	Approximately 20,000 recipients

STOCK: 70# text, white, uncoated

If a 12-page newsletter is produced, a lighter weight paper of contractor's suggestion (subject to approval of the project manager) will 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 (8.5" x 11"), and then folded to 8.5" x 5.5" for mailing
- PAGES: Of the seven newsletters per year, approximately:  
Three will be 4-pages, tabbed  
Three will be 8- pages, tabbed and stabled  
One will be 12-pages, tabbed and stabled
- 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 must be in accordance with USPS requirements. If tabbing is required, it must be included in the bid price.
- ARTWORK: Newsletters are created using Adobe InDesign  
Two-sided printing including numerous halftones and bleeds
- POSTAGE: USPS Automated Standard Presort  
**Postage costs for the newsletters must be excluded from the Unit Cost entered on the ITB Bid Schedule**

### **Additional Specifications for Postcards**

#### **Bid Schedule Lines 8-9**

Print, prepare, and mail on an as-needed basis approximately six postcards per year.

- QUANTITY: Up to 65,000
- STOCK: 100 lb. coated white cover or equivalent
- SIZE: 6" x 4" **OR** 8.5" x 5.5"  
Postcards are printed 2-sided
- ARTWORK: Printing copy is at 100%
- INK: Black, 1/1; **OR** CMYK/Black, 4/1; **OR** CMYK 4/4
- BLEEDS: May or may not have bleeds
- FINISHING: Postcards must be trimmed
- ADDRESSES: Must be printed directly on the postcard  
Contractor must ensure address placement and barcode meet US Postal Regulations
- POSTAGE: **Postage costs for postcards must be excluded from the Unit Cost entered on the ITB Bid Schedule.**

**Additional Specifications for Annual Benefit Open Enrollment Materials****Bid Schedule Lines 10-13**

Print, prepare, and mail annual AlaskaCare Employee Health Plan Guide, Retiree Plan Guides, and Retiree Plan Postcard.

**AlaskaCare Employee Health Plan Guide:**

QUANTITY: Approximately 6,000  
STOCK: 24 lb. white bond or equivalent  
PAGES: 8 pages  
SIZE: 17" x 11", folded to 8.5" x 11"  
INK: CMYK, 4/4  
BLEEDS: Full bleed  
FINISHING: Guides must be trimmed  
Printed 2-sided, folded and saddle-stitched  
Finished folded size is 8.5" x 11"  
Guide is a self-mailer and must be folded to 5.5" x 8.5" and tabbed for mailing  
Addresses shall be printed directly on the upper back page (above the fold) of the guide

**AlaskaCare Retiree Plan Guides (two versions):**

QUANTITY: Approximately 38,000 per version x two versions = 76,000 guides total  
STOCK: 24 lb. white bond or equivalent  
PAGES: 4 pages (each version)  
SIZE: 17" x 11", folded to 8.5" x 11"  
INK: CMYK, 4/4  
BLEEDS: Full bleed  
FINISHING: Guides must be trimmed  
Printed 2-sided and folded to 8.5" x 11", then folded again to 5.5" x 8.5" for mailing  
Finished folded size is 5.5" x 8.5"

**AlaskaCare Retiree Plan Guides Envelope:**

QUANTITY: Approximately 38,000  
SIZE: 9" x 12" envelope (white, NO window)  
INK: Black ink, 1/0  
FINISHING: Envelope is printed on the front side only  
Addresses printed directly on the envelope  
Both versions of the retirement guide will be mailed together folded in one envelope

**AlaskaCare Retire Plan Postcard:**

QUANTITY: Approximately 38,000  
STOCK: 100 lb. coated white cover or equivalent  
SIZE: 5.5" x 8.5"  
INK: CMYK, 4/4  
BLEEDS: Full bleed  
FINISHING: Printed 2-sided  
Postcard must be trimmed  
Addresses printed directly on the postcard

ARTWORK: Printing copy is at 100%

POSTAGE: **Postage costs for Open Enrollment Materials must be excluded from the Unit Cost entered on the ITB Bid Schedule.**

### **Additional specifications for Annual Retirement Applications Bid Schedule Lines 14-15**

Print, prepare, and ship annual retirement applications booklets to Juneau, Alaska.

QUANTITY: 2,500 PERS Retirement Applications  
1,500 TRS Retirement Applications

PAGES: 60 pages per booklet:  
Outer pages (cover): 4  
Inside instruction pages: 36  
Inside form pages: 20

STOCK: Outer pages (cover): White coated cover stock  
Text and graphics, 2/1, black + 1 PMS ink  
  
Inside instruction pages: 20# white  
Text and graphics, 1/1, black ink  
  
Inside form pages: 20# buff  
Text and graphics, 2/2, black + spot red ink

INK: Black, 1 PMS ink, and spot red  
PERS: PMS #2935  
TRS: PMS #690

SIZE: 11" x 17", folded to 8.5" x 11"

FINISHING: Collated, folded, and saddle stitched. The inside form pages are to be inserted into the center of the instruction pages and perforated on the inside margin.

ARTWORK: Each of the two application booklets will have three PDF files:  
1) for the cover pages  
2) for the instruction pages  
3) for the form pages

The pages will be formatted in spreads. Copy prints two sided. Each of the two application booklets will be provided to the vendor individually and may not be submitted at the same time.

DELIVERY: Delivery is required within three weeks of receiving artwork for each application booklet.

SHIPPING: Shipping and handling to delivery location:  
Division of Retirement and Benefits

State Office Building, 6<sup>th</sup> Floor  
333 Willoughby Ave  
Juneau, AK 99801

POSTAGE: **Postage costs for the Annual Retirement Applications must be excluded from the Unit Cost entered on the ITB Bid Schedule.**

### **Additional Specifications for Annual PERS/TRS Benefit Statements**

#### **Bid Schedule Lines 16-18**

Print, prepare, and mail annual PERS and TRS Benefit Statements.

QUANTITY: Approximately 26,000 PERS Statements  
Approximately 6,000 TRS Statements

STOCK: 28# uncoated white paper

INK: Black

SIZE: 8.5" x 11" (each statement is one page, printed two-sided)

FINISHING: Tri-folded and stuffed into envelope

COPY: Printing must be at 100%

This is vital due to location of address and barcode, provided by the State. State will provide a zip file for both PERS and TRS, with member statements in PDF format. Copy prints two sides, including numerous screens and several half tones. Print job consists of one PDF file for each statement, (i.e., 32,000 individual, two-sided PDF files). PDF files are named by sequence number which sorts them by zip code, for sorting assigned by CASS Certification software. Printouts must be kept in order. PERS and TRS statement ZIP files will arrive separately no later than two weeks prior to mail dates.

ENVELOPES: Approximately 32,000

STOCK: #10 regular envelopes (white, security, window for address)

INK: Black + spot red

FINISHING: White envelopes with artwork  
DRB return address in black ink  
"ANNUAL STATEMENT ENCLOSED" in red ink  
Camera-ready artwork (PDF) will be provided by DRB

POSTAGE: **Postage costs for mailing the Annual Statements must be excluded from the Unit Cost entered on the Bid Schedule.**

## **Additional specifications for PERS/TRS Annual Comprehensive Financial Report (ACFR) Bid Schedule Lines 19-20**

Print, prepare, and ship annual PERS/TRS ACFR to Juneau, Alaska.

QUANTITY:	Approximately 65 PERS reports Approximately 65 TRS reports	
PAGES:	PERS Report (approximately) Cover: 4 Inside: 200 Total: 204	TRS Report (approximately) Cover: 4 Inside: 188 Total: 192
STOCK:	Cover: 80# Matte CVR Inside: 20# White Bond	
INK:	Cover: 4/0 CMYK Inside: 1/1 Black	
SIZE:	8.5" x 11"	
FINISHING:	Trimming and Coil Binding	
POSTAGE:	<b>Postage costs for mailing the Annual ACFR must be excluded from the Unit Cost entered on the Bid Schedule.</b>	

## **Additional specifications for IRS Form 1099-R and Form W-2 Bid Schedule Lines 21-25**

Print, prepare, and mail annual IRS Form 1099-R and Form W-2 on or before January 31. Provide DRB with electronic fillable IRS Forms 1099-R and Form W-2. Provide DRB with an electronic CS file for all of the printed IRS Form 1099-R and Form W-2.

The bidder must have the ability to achieve the following:

- Receive a text file with the IRS Form 1099-R information from DRB, one line per IRS Form 1099-R
- Receive an Excel file with the IRS Form W-2 information from DRB, one line per IRS Form W-2
- Produce and provide IRS Form 1099-R in PDF format
- Produce and provide IRS Form W-2 in PDF format
- Produce and provide one CSV file that includes the SSN, Name, and file (that includes path/to/pdf) for both the IRS Form 1099-R and IRS Form W-2

### **REQUIREMENTS:**

- The IRS Form 1099-R and Form W-2 must be printed on forms that meet IRS requirements.
- The forms must be pre-printed on the back of the form with the IRS Instructions for Recipient for the relative Tax Year.
- IRS Form 1099-R must include Copies B, C, 1, and 2.
- IRS Form W-2 must include Copies B, C, and 2.



- DRB will provide the data in an electronic file format to the vendor approximately mid-January.
- Proof copies will be provided as requested for review by DRB no later than three business days after receiving the data.
- The contractor shall provide DRB with an electronic, fillable blank PDF for IRS Form 1099-R and Form W-2.
- The contractor shall provide 1,000 blank forms so that DRB can re-print IRS Form 1099-R as needed.
- DRB requires that electronic (PDF) files of each form be returned to the State no later than five days after the paper forms are mailed from the printer's location.
- The contractor shall provide a reconciliation of the number of forms processed and the dollar amounts by IRS box number so DRB can review prior to approving the forms to be mailed.
- The contractor shall provide a portal to download the PDFs in a password-protected ZIP file.
- The contractor shall produce and provide one CSV file that includes the SSN, Name, and file (that includes path/to/pdf) for both the IRS Forms 1099-R and IRS Forms W-2

QUANTITY:     IRS Form 1099-R: Approximately 57,000  
                  IRS Form W-2:     Approximately     5

SIZE:           Forms must not exceed 5.25" x 9.5", to garner the least expensive postage costs

CERTIFICATION: The contractor must mail the Form 1099-R and Form W-2 via USPS Automated First-Class Presort rate. Any forms related to addresses that cannot be certified with the rest of the forms will be sealed and returned to DRB at least five business days prior to January 31, for mailing from the State. These generally include foreign and undeliverable addresses. The State requires proof of mailing within 24 hours of forms reaching the USPS.

POSTAGE:       USPS Automated First-Class Presort

**Postage costs for mailing the IRS Forms 1099-R and W-2 must be excluded from the Unit Cost entered on the ITB Bid Schedule.**

## **Additional specifications for IRS Form 1095-B**

### **Bid Schedule Lines 26**

Print, prepare, and ship IRS Form 1095-B annually for approximately 17,000 members to Juneau, Alaska.

The bidder must have the ability to achieve the following:

- Receive a CSV file with the Form 1095-B information from DRB, one line per retiree
- Produce and provide one Form 1095-B per person in PDF format
- Produce and provide one CSV file that includes the SSN, Name, and file (that includes path/to/pdf)

#### **REQUIREMENTS:**

- The IRS Form 1095-B must be printed on forms that meet IRS requirements.
- The Division will provide the data in a CSV electronic file (one line per retiree) annually to the vendor no later than approximately mid-February.
- The contractor shall produce and provide one Form 1095-B per person in PDF format;
- The contractor shall produce and provide one CVS file that includes the SSN, Name, and file (that includes path/to/pdf) columns; and

- The contractor shall produce and provide one HTML file with the same information as the CSV file with links to the PDF.

QUANTITY: IRS Form 1095-B: Approximately 17,000

SIZE: Standard IRS Form 1095-B size based on year printed

POSTAGE: **Postage costs for mailing the IRS Form 1095-B must be excluded from the Unit Cost entered on the ITB Bid Schedule.**

## SEC. 2.11 PROOFS REQUIRED

An electronic proof must be supplied to the Project Manager for all print jobs and the contractor must receive DRB written approval before printing any materials.

If the product fails to meet the ITB specifications the division will, at its option, reject the print job, cancel the contract, or allow the contractor to correct the defective product. In no instance will the state pay any cost associated with the remedy for the defective product.

## SEC. 2.12 DISCONTINUED ITEMS

In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the procurement officer makes a written determination that it is equal to or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

## SEC. 2.13 F.O.B. POINT

The F.O.B. point for this ITB will be the contractor's location unless otherwise stated. The contractor will be required to prepare the items for shipping and to ship them to the ultimate destination(s) specified in the state's orders. The contractor will be required to prepay the freight charges from the F.O.B. point to the ultimate destination(s). The contractor may charge-back the freight charges from the F.O.B. point to the ultimate destination as a separate invoice to the state. These costs must be billed as a pass-through charge.

## SEC. 2.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for providing all products or the completion of all work set out in the contract. All products or work is subject to inspection, evaluation, and approval by the state. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The state may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable products or work received) and may seek associated damages.

## **SEC. 2.15 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.

## **SEC. 2.16 ESTIMATED QUANTITIES**

The quantities referenced in this ITB are sample representative lots and are only for the purpose of evaluation. The state does not guarantee any minimum purchase. Orders will be issued throughout the contract period on an as-needed basis. The quantities, frequency, and timing of each order may vary and will be adjusted for each order as needed.

## **SEC. 2.17 CONTRACT PRICE ADJUSTMENTS**

A contract resulting from this ITB will include the following price adjustment clause:

**Consumer Price Index (CPI):** Contract prices will remain firm through June 30, 2023.

The contractor may request price adjustments, in writing, 30 days prior to the contract renewal date. Requests must be in writing and must be received 30 days prior to the contract renewal date. If the contractor fails to request a CPI price adjustment 30 days prior to the contract renewal date, the adjustment will be effective 30 days after the state receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December 2023); and each (January through June OR July through December 2028 six-month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

### **Price Increase for Paper Products:**

Price adjustment negotiations will be allowed for paper price adjustments during the term of the contract due to the current market price fluctuation of paper products. All paper price adjustments will be at the sole discretion of the state. Proof of price increase by the manufacturer must be provided to the procurement officer. Requests must be in writing and must be received as soon as the manufacturer informs the successful bidder of price increase.

All price adjustments must be approved by the procurement officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the procurement officer.

## SEC. 2.18 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 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 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.).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

**All names, addresses, or additional personal information provided during the course of the contract. This includes, but is not limited to, all information provided on CD or an FTP website which is considered confidential and protected in accordance with AS 40.25.151 and must not be distributed in anyway. Contractor must sign a confidentiality agreement. Once a print job is completed, the contractor must return or destroy the data provided by DRB and must notify DRB of the date and method of destruction.**

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

#### SEC. 2.19 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the procurement officer. If performed, the scope of the debriefing will be limited to the products provided or work performed by the contractor.

#### SEC. 2.20 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.

#### SEC. 2.21 INSURANCE

Without limiting the contractor's indemnification, it is agreed that the 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 procurement officer prior to contract approval 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.

## SEC. 2.22 MANDATORY REPORTING

The contractor must provide a quarterly usage report to the procurement officer in an electronic format (Excel). The report must contain at least the following information: purchasing entity, description of items and/or services purchased, date of purchase, contract price, retail price, extended contract and retail price, and savings.

These reports are due 30 days after the end of each quarter. The contractor's failure to provide these reports as required may result in contract default action.

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

Any quarter with zero sales must be reported as zero sales. This may be done via email to the procurement officer.

## SECTION 3. CONTRACT INVOICING AND PAYMENTS

### SEC. 3.01 BILLING INSTRUCTIONS

Actual distribution postage costs shall be paid by the contractor and billed separately to the state. All invoices for reimbursement of USPS postage must contain the following information:

1. The contractor must provide receipts for postage costs and actual mailing dates.
2. The contractor must submit proof of mailing.

Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The state will make payment after it receives the goods or services, or proof of mailing, and the invoice. When applicable, prepayment of distribution postage costs will be permitted no sooner than 10 business days prior to mailing. Questions concerning payment must be addressed to the ordering agency.

### SEC. 3.02 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 that establishes a lower interest rate or precludes the charging of interest.

Any single contract payments of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

### SEC. 3.03 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

Because of the additional administrative and accounting time required of the state when third party financing agreements are permitted, they will not be allowed under this contract.

## SECTION 4. EVALUATION AND CONTRACTOR SELECTION

### SEC. 4.01 EVALUATION OF BIDS

After bid opening, the procurement officer will evaluate the bids for responsiveness. Bids deemed non-responsive will be eliminated from further consideration. An evaluation may not be based on discrimination due the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the bidder.

### SEC. 4.02 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder and Alaska Veteran preferences are the most common preferences involved in the ITB process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Bidders must attach a copy of their certification letter to the proposal. **A bidder's failure to provide this certification letter with their proposal will cause the state to disallow the preference.**

### SEC. 4.03 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the total bid price. The preference will be given to a bidder who:

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;
- 2) submits a bid for goods or services under the name appearing on the bidder's current 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 (LLC) 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.

**Alaska Bidder Preference Certification Form**

In order to receive the Alaska Bidder Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

**SEC. 4.04 ALASKA VETERAN PREFERENCE**

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the total bid price. The preference will be given to a bidder who qualifies under AS 36.30.990(2) as an Alaska Bidder and is a:

- a) sole proprietorship owned by an Alaska veteran;
- b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- d) corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

In accordance with AS 36.30.321(i), 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 government, or the general public.

**Alaska Veteran Preference Certification**

In order to receive the Alaska Veteran Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

**SEC. 4.05 ALASKA PRODUCT PREFERENCE**

A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specifications and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development (DCCED) may receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

To qualify for the preference, the product must have received certification from DCCED, be listed in the current published edition of the Alaska Products Preference List, and the bidder must provide the qualified product on a 100% basis. There are no provisions under Alaska Statutes or Regulations that allow for a product exchanges/substitutions or permit the product to be co-mingled with other products. Rather, AS 36.30.330 provides for a penalty for failing to use the designated Alaska products.

Products are classified in one of three categories:

- Class I products receive a 3% preference.
- Class II products receive a 5% preference.
- Class III products receive a 7% preference.

When the bids are evaluated, the preference percentage will be deducted from the product price. If a bidder fails to specify the brand being offered, no preference will be given. For more information on the Alaska Product Preference and to see the list of products currently on the Alaska Product Preference List, use the following web link:

<https://www.commerce.alaska.gov/web/dcra/AlaskaProductPreferenceProgram.aspx>

#### **Brand Offered**

If offering a product that qualifies for the Alaska Product Preference, the bidder must indicate the brand of product they intent to provide. If a bidder is not offering a product that qualifies for the Alaska Product Preference, the bidder does not need to indicate a product brand.

#### **Brand of Product Changes**

During the course of the contract including all renewal options, a contractor that offered a product that qualified for the Alaska Product Preference wishes to change the product brand, the contractor must first provide a written request, along with evidence that the replacement brand also qualifies for the Alaska Product Preference, for approval by the procurement officer. A contract amendment must be issued by the procurement officer to authorize the change.

If a bidder offers a product brand in the original bid that does not qualify for the Alaska Product Preference, a change in the product brand may be made at any time during the course of the contract, including all renewals, as long as the product band continues to meet the required specifications. A contract amendment is not required if the product brand originally offered did not qualify for the Alaska Product Preference.

### **SEC. 4.06 EMPLOYMENT PROGRAM PREFERENCE**

If a bidder qualifies for the Alaska Bidder Preference and is offering goods or services through an employment program as defined under AS 36.30.990(12), an Employment Program Preference of 15% will be applied to the total bid price.

In accordance with AS 36.30.321(i), 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 government, or the general public.

#### **SEC. 4.07 ALASKANS WITH DISABILITIES PREFERENCE**

If a bidder qualifies for the Alaska Bidder Preference and is a qualifying entity as defined in AS 36.30.321(d), an Alaskans with Disabilities Preference of 10% will be applied to the total bid price.

In accordance with AS 36.30.321(i), 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 government, or the general public.

#### **SEC. 4.08 PREFERENCE QUALIFICATION LETTER**

Regarding the Employment Program Preference and the Alaskans with Disabilities Preference, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists companies who qualify for those preferences. As evidence of a company's right to the preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences, a bidder 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.

#### **SEC. 4.09 EXTENSION OF PRICES**

In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

#### **SEC. 4.10 METHOD OF AWARD**

Award will be made to the lowest responsive and responsible bidder by line item. In order to be considered responsive, bidders are not required to bid on all items. This solicitation may be awarded through multiple contracts.

#### **SEC. 4.11 CONTRACTOR SELECTION PROCESS**

Once the contracts are established this selection process will be used. When the state needs security services the lowest priced contractor for that location will be contacted first. If, for any reason, the lowest contractor is not available to perform the needed service, the state will contact the next lowest priced contractor for that location. This process will continue until a contractor who can perform the service is located. The location of the contractor initially contacted will be determined by the starting location of the call-out. For instance, if there was a need to transport a person from Anchorage to Fairbanks and then guard the person for two days in Fairbanks, the agency would contact Anchorage contractors, even though a substantial portion of the actual service would be performed in Fairbanks.

**SEC. 4.12 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 procurement 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 procurement officer does so without a contract and at their own risk.

## SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

### SEC. 5.01 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 Preference and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license prior to the deadline for receipt of bids. Bidders should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- 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.

Prior the deadline for receipt of bids, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

### SEC. 5.02 AUTHORITY

This ITB is written in accordance with AS 36.30 and 2 AAC 12.

**SEC. 5.03 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.

**SEC. 5.04 SUITABLE MATERIALS, ETC.**

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

**SEC. 5.05 SPECIFICATIONS**

Unless otherwise specified in this ITB, product brand names or model numbers specified in this ITB 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.

**SEC. 5.06 CONTRACTOR SITE INSPECTION**

The state may conduct on-site visits to evaluate the bidder's capacity to perform the contract. A bidder must agree, at risk of being found non-responsive and having its bid rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

**SEC. 5.07 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. Unless otherwise specified in 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.

**SEC. 5.08 HUMAN TRAFFICKING**

By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

Failure to comply with this requirement will cause the state to reject the bid as non-responsive, or cancel the contract.

## SEC. 5.09 RIGHT OF REJECTION

Bidders must comply with all of the terms of the ITB, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any bid that does not comply with all of the material and substantial terms, conditions, and performance requirements of the ITB.

Bidders may not qualify the bid nor restrict the rights of the state. If a bidder does so, the procurement officer may determine the bid to be a non-responsive counter-offer and the bid may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the ITB;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

**A bid from a debarred or suspended bidder shall be rejected.**

## SEC. 5.10 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any bid.

## SEC. 5.11 DISCLOSURE OF BID CONTENTS

All bid prices become public information at the bid opening. After the deadline for receipt of bids, all other bid material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All other bid information will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, bids will become public information.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information,

identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

#### **SEC. 5.12 ASSIGNMENTS**

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Bids that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

#### **SEC. 5.13 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.

#### **SEC. 5.14 DEFAULT**

In case of default by the contractor, for any reason whatsoever, the state may procurement 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.

#### **SEC. 5.15 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.

#### **SEC. 5.16 SEVERABILITY**

If any provision of the contract or agreement is found to be invalid or 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.



### SEC. 5.17 CONTRACT CANCELLATION

The state reserves the right to cancel the contract at its convenience upon ninety (90) calendar days written notice to the contractor. The state is only liable for payment in accordance with the payment provisions of this contract for supplies or services provided before the effective date termination.

### SEC. 5.18 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 5.15** of this ITB, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

### SEC. 5.19 SOLICITATION ADVERTISING

Public notice has been provided in accordance with 2 AAC 12.220.

### SEC. 5.20 QUALIFIED BIDDERS

Per 2 AAC 12.875, unless provided for otherwise in the ITB, to qualify as a bidder for award of a contract issued under AS 36.30, the bidder must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the ITB.

If the bidder leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the bidder as a qualified bidder under AS 36.30.

### SEC. 5.21 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:

- a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
  - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
  - **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
  - **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

## SEC. 5.22 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the ITB.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of bids.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If a bidder wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a bid in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All bidders will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

## SECTION 6. ATTACHMENTS

### SEC. 6.01 ATTACHMENTS

**Attachments:**

- 1) Alaska Bidder Preference Certification (three pages);
- 2) Bid Schedule (one page);
- 3) Newsletter Sample - HealthMatters Newsletter (12 pages);
- 4) Newsletter Sample - PERS Newsbreak Newsletter (four pages);
- 5) Newsletter Sample - TRS Newsbreak (four pages);
- 6) Postcard Sample - BW 6x4 (two pages);
- 7) Postcard Sample - BW 8.5x5.5 (two pages);
- 8) Postcard Sample - CMYK 8.5x5.5 (two pages);
- 9) Postcard Sample - CMYK-BW 8.5x5.5 (two pages);
- 10) OE Envelope Sample - Retiree DVA (one page);
- 11) OE Sample - AlaskaCare Retiree DVA Guide 1 (four pages);
- 12) OE Sample - AlaskaCare Retiree DVA Guide 2 (four pages);
- 13) OE Sample - AlaskaCare Retiree DVA Postcard (two pages);
- 14) Application Sample - PERS Retirement (60 pages);
- 15) Application Sample - TRS Retirement (60 pages);
- 16) Annual Statement Envelope Sample - Benefit Statements (one page);
- 17) Annual Statement Sample - PERS Benefit Statement (two pages);
- 18) ACFR Sample - PERS Annual Comprehensive Financial Report (203 pages);
- 19) ACFR Sample - TRS Annual Comprehensive Financial Report (191 pages);
- 20) ITB Bidder's Checklist (one page);
- 21) Submittal Form A - Bidder Information (four pages); and
- 22) Submittal Form B – Subcontractors (one page).