

STATE OF ALASKA

INVITATION TO BID (ITB)



STATEWIDE MICROGRAPHIC SERVICES

2023-0200-0120

DECEMBER 19, 2022

THE STATE OF ALASKA WISHES TO AWARD A STATEWIDE CONTRACT TO FOR CONVERSION OF PAPER AND MICROGRAPHIC FORMATS TO DIGITIZED IMAGES WITH ASSOCIATED METADATA FOR ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS.

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.

COVER SHEET – Mandatory Return

Joshua Hartman
Contracting Officer

Phone: (907) 465-5758
Email: Joshua.Hartman@alaska.gov

COMPANY SUBMITTING BID

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

*DOES YOUR BUSINESS QUALIFY FOR THE
ALASKA BIDDER'S PREFERENCE?

[] YES [] NO

*DOES YOUR BUSINESS QUALIFY FOR THE
ALASKA VETERAN PREFERENCE?

[] YES [] NO

*SEE ITB FOR EXPLANATION OF CRITERIA
TO QUALIFY

TELEPHONE NUMBER

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Administration, Office of Procurement and Property Management is soliciting bids for Film and Digital Image (Micrographic) conversion services. The contract established shall be on an as-needed basis for all Executive Branch State Agencies. All other State of Alaska governmental entities may purchase from the contract, including entities such as the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, Boards and Commissions, and all State of Alaska political subdivisions; cities, boroughs, and school districts. All agencies are herein after referred to as participating agencies. Please read Section 2.10 – Scope of Work, for further details on the intent of this contract.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 9:00AM Alaska Time on December 30, 2022, at which time they will be opened and recorded. Late bids or amendments will be disqualified, and not opened or accepted for evaluation.

SEC. 1.03 MINIMUM REQUIREMENTS

In order for a bid to be considered responsive the bidder must meet these minimum prior experience requirements. Bidders will certify the meet these prior experience requirements by signature on the Bid Submission Form (Attachment A).

- **Bidders must meet ANSI/AIIM Standards.**
- **Bidders must meet digital image requirements of the International Telecommunications Union (ITU). Group 4 standards.**
- **Bidders must have been in business for a minimum of five (5) years.**
- **Bidders must be able to handle projects larger than 100,000 images without delay.**
- **Security Requirements: All employees handling and/or scanning inmate files must be, and remain during the period of this contract, Criminal Justice Information Services (CJIS) compliant. All files must be stored in a secure manner. All employees who handle and/or scan inmate files must pass a formal background check and cannot have been convicted of any felony. Misdemeanor convictions can be waived upon written approval from the Department of Corrections.**

A bidder's failure to meet these minimum requirements will cause their bid to be considered non-responsive and rejected.

SEC. 1.04 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 1 day before the bid opening time and date. This will help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices.

SEC. 1.05 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. 1.06 SUBMITTING BIDS

Bids must be emailed to Joshua.Hartman@alaska.gov and must contain the ITB number (2023-0200-0120) 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 20mb size, the bid must be sent in multiple emails that are each less than 20 megabytes. Each email must comply with the requirements described above. Please be sure each email submission is sent properly, and completely received by the State.

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 well ahead of time to ensure the email is delivered by the deadline for receipt of bid.

NOTE: It is the bidder's responsibility to contact the issuing agency contracting officer at (907) 465-5758 or Joshua.Hartman@alaska.gov to confirm that the bid, and all attachments, has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.07 BID FORMS

Bidders shall sign and submit the front page of this ITB along with any other forms identified in this ITB. 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. 1.08 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. 1.09 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. 1.10 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. 1.11 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. 1.12 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
Issue Date / ITB Released	-	12/19/2022
Deadline for Receipt of Bids / Bid Due Date	9:00AM	12/30/2022
Bid Evaluations Complete	-	12/30/2022
Notice of Intent to Award	-	12/30/2022
Contract Issued	-	1/10/2023

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 Administration, 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. 1.13 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. 1.14 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. 1.15 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 the fully executed contract document **through 1/31/2025**, with the option to renew for 2 additional 2-year terms (through 2029) under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

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, Office of Procurement and Property Management.

SEC. 2.03 CONTRACT FUNDING

Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

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 will not be allowed.

SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed, completed and managed at the awarded bidders place of business. 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 reserves the right to randomly 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.

VENDOR FACILITY REQUIREMENTS

- Building Compliance: The building must comply with all applicable federal, state, municipal, local and borough regulations, codes and laws.
- Building Heat: The heating system in the records storage center must be of appropriate design for use in a records storage operation and must not present an unusual fire/safety risk to the records. To protect

the condition of the stored records, the temperature must be maintained between 50* and 68* degrees Fahrenheit. The humidity shall be between 40% and 55%.

- Fire protection: The building must be equipped with a fire alarm and sprinkler system that complies with the National Fire Alarm code, NFAP 72-2002. The fire alarm and sprinkler system must be equipped with both manual and automatic control boxes.

The fire alarm system must be directly connected to a 24-hour central monitoring station that notifies the fire department. Reliance on notification by security guards or facility employees is not acceptable. The fire alarm and sprinkler system must be inspected and tested annually, and results of the test must be retained for three years. Copies must be made available to the state within 30 days upon request.

An adequate number of well-distributed Class A portable fire extinguishers suitable for extinguishing fires in paper and plastic must be provided. Halotron fire extinguishers are preferred; however, water type fire extinguishers will be accepted. Fire extinguishers must be at least 2 1/5 gallons in size. All extinguishers must be inspected and recharged yearly. Each extinguisher shall have an inspection card attached showing the date of inspection and expiration date.

- Security: The building must be equipped with an intrusion alarm system that is monitored at a central station 24 hours per day. Access to the building must be strictly controlled to ensure records security. The intrusion alarm system must be inspected and tested annually, and results of the tests must be retained for three years. Copies must be made available to the state within 30 days upon request.
- Building Access: The vendor must establish procedures to identify personnel and control access to the building. Visitors in and out logs must be retained for at three years. Vendor's facility must have adequate storage space to store 1000 1.5 cubic feet containers of material at a time until services of records is completed and either destroyed or returned to the state. 1.5 cubic feet is used to clarify the size of storage area needed. Actual containers of material may vary in size.
- Filming and Storage Areas: must be clean and free of contaminants that can adversely affect either the original documents or microfilm. Smoking, eating and drinking must not be allowed in work areas. Employees who handle processed microfilm must wear clean, lint-free cotton or nylon gloves. Vendor facilities are subject to inspection by the state at any time during the performance of this contract.

SEC. 2.10 SCOPE OF WORK AND OTHER SPECIFICATIONS

The state of Alaska wishes to award a contract for micrographic activities to a full-service vendor that will perform paper and micrographic services that will meet ANSI/AIIM standards and the digital image requirements of the International Telecommunication Union (ITU) Group 4 Standards.

State of Alaska agencies and political subdivisions have a need to convert existing paper and micrographic documentation into digital formats in order to achieve more efficient storage, retrieval, and management of business records. These paper and micrographic documents may be confidential and/or non-confidential.

THESE SERVICES CONSIST OF, BUT ARE NOT LIMITED TO:

- Microfilming of old historic records,
- Microfilming of archival records, preservation records, and administrative records for individual agencies,
- Diazo Duplication of microfilm,
- Redox prevention treatment,

- Conversion of both paper and micrographic formats to digitized images,
- Optical Character Recognition (OCR) upon written request,
- Confidential destruction of records,
- Other services, such as minimal document preparation and indexing,
- Ability to promptly return any files needed by agency due to unexpected legal demands, even if not scanned yet,
- Tracking and shipping of records located throughout the state,
- Delivery of imaged records.

The state welcomes vendors offering different technical solutions for capturing images on film, including the production of microfilm from digitally scanned images of paper records.

SECURITY AND BACKGROUND CHECK REQUIREMENTS

Employees that have access to documents, or document images must pass a nationwide seven-year criminal history background check. The vendor shall not utilize any staff, including sub-contractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to one year is an authorized penalty. The vendor shall promote and maintain an awareness of the importance of securing the state's information among the vendor's employees and agents.

The vendor will be responsible for any costs associated with obtaining criminal history reports. Copies shall be made available to the state within 30 days upon request.

PART 1 - FILMING, PROCESSING AND RELATED MICROGRAPHIC SERVICES.

ANSI/AIIM Standards: The American National Standards Institute (ANSI) and the Association for Information and Image Management (AIIM) develop and promulgate micrographic standards for micrographic services. All processes described in this ITB Part I, will comply with ANSI/AIIM standards.

1. Records organization and tracking: The vendor must implement or operate a computer-based records tracking system. The system must be able to track and locate all records at any time.
2. Authorized disposal and destruction: No records shall be destroyed unless a Records Disposition Authorization (RDA) has been completed and signed by the agency. Cartons that have been authorized for destruction must be clearly marked. All records designated for destruction may be either burned or shredded. The destruction method must be conducted through a National Association for Information Destruction (NAID) certified site.
3. Invoicing: The contractor must submit monthly itemized invoices directly to each state agency that utilizes the contract. The invoice must clearly indicate the quantity of each service, the price per item of each service provided, as well as the total amount due for the service provided by the vendor. Payments must be made by the state within 30 days of receipt of proper billing. Invoices that do not contain the proper information will be returned to the contractor for clarification. Payment will be made by each using agency directly to the contractor.
4. Administrative Records Microfilming: Records that are not scheduled for permanent retention but have a long retention period, usually more than ten years, and are in the custody of the agency are microfilmed to reduce storage costs. The paper records are destroyed by the vendor after completion of

the microfilming and the microfilm itself is destroyed by the agency at the end of the specified retention period.

5. Archival Records Microfilming: Records in the custody of an agency that are scheduled for permanent retention generally fall in the category of archival records microfilming. Archival filming can be done on 16mm film, and requires the ability to use/operate 35mm equipment. Archival image size must not go below 24x. Employees performing micrographic services for these records must be knowledgeable in the handling process of archival records.
6. Preservation Microfilming: Preservation microfilming encompasses filming of records that typically date back to the 19th century. Employees performing micrographic services for these records must be knowledgeable in the handling process of archival records.
7. Base Fog: This is a numerical rating of clarity of areas of processed film where there is no image. The rating will not exceed 0.2.
8. Density: This is a numerical measurement of the contrast between the image and the non-image background of the microfilm and denotes the light absorbing or light reflecting characteristics of a photographic image measured as visual diffuse transmissions. Density readings should not deviate more than 0.15 across a frame and not more than 0.20 for an entire roll of film.

The following five groups indicate the density range at which these types of documents are likely to produce the most legible image.

- Group 1: High quality and high contrast material such as printed books, periodicals and black typing; Density 1.3 – 1.5.
 - Group 2: Fine line originals, black opaque pencil writing, and documents with small, high content printing; Density 1.15 – 1.4.
 - Group 3: Pencil and ink drawing, faded printing and very small printing, such as footnotes at the bottom of a page; Density 1.0 – 1.2.
 - Group 4: Low contrast documents and drawings, graph paper with pale, fine-colored lines, letters typed with a worn ribbon, and poorly printed documents; Density 0.80 – 1.0.
 - Group 5: Although not a general practice, some low-contrast documents may require a density of 0.70 – 0.85.
9. Document Prepping: Agencies whose records are being filmed are responsible for all document prepping. The vendor may need to perform minimal prepping such as removing staples and paper clips or unfolding folded pages that may have been missed during the agency document prepping. All records received by the vendor will be processed in the exact order starting with the front of the box and ending at the back of the box.
 10. Duplication/Generations: The microfilming program will generate one camera negative and two copies, the first will be the silver gelatin film used in the camera, (the Master Negative) this will be used to produce a silver duplicate master (Copy Negative or Duplicating Master). The third copy is a diazo film (reference or use copy) Vesicular film not allowed.
 11. File Format: The state requires two formats, roll film and sheet film. Roll film comes in three sizes – 16mm, 35mm and 105mm. Microfiche is made from the duplicating master roll-film that is cut and inserted into 5-channel plastic jackets. Diazo service copies of microfiche can be pre-cut or cut-from-roll. Finished size must be 105 mm x 152 mm x 5 mil with a 3/8" white strip header. Camera negatives will be produced for all microfiche and preserved in uncut rolls.

12. Reduction Ratio: The reduction ratio depends upon the size of the original image and the microfilm format (16mm or 35mm). Preservation microfilming must be done with 35mm film. 16 mm film will be used for archival and administrative microfilming.
13. Reels and Cores: Microfilm stored in roll form shall be wound on reels. The material used for these reels shall be non-corroding such as plastic compounds and must be free of peroxide. Materials shall not ignite, decompose, or produce reactive fumes and vapors. Rubber bands shall not be used to hold roll film in place. Buttons and strings are acceptable. Each roll should be stored in a closed container made of an inert material such as plastic or acid-free paper.
14. Microfilm Stock: The state requires the use of silver gelatin polyester film with a Life Expectancy Designation (LED) of 500 years in preservation microfilming. Silver gelatin polyester film with a LED of 100 years may be used to film administrative records. Diazo film with a LED of 100 should be used in creation of reference or use copies. No film can be used that has passed the manufacturer's expiration date.
15. Film Indexing: Film indexing is done at the two-level blipping with the medium blip to denote the beginning of each file and the small blip for all images within. In some instances, records may require bar code indexing utilizing code 3 or 9 ASCII text. Two CD-ROMS containing the bar code index may be prepared.
16. Film Processing: All processing must be compatible with the specific film and processor being used. Chemical preparation must ensure the consistency of photographic densities. Processing procedures must ensure the removal of excess residual thiosulfate and silver slats. Water quality and temperature must be maintained consistently to meet ANIS/AIIM standards.
17. Film Size: The microfilm size depends upon the size, tonal contrast, and fineness of detail of the documents to be filmed. As noted elsewhere in these definitions the reduction ratio plays a key role in determining the size of the film. In most instances a 24X reduction ratio works with 16mm microfilm and standard office documents. 40 X reduction should be used for administrative microfilming whenever possible. Oversized documents require the use of 35mm microfilm. Roll film may be either 100 foot or 215 foot.
18. Filming area: Filming area will be designed so that dividers are in place between camera and other light sources to prevent stray lights that may affect exposure. A voltage stabilizer will be used to maintain constant illumination during exposure and duplication.
19. Equipment: Each camera used must be capable of producing clear, sharp photographic film copies of all documents. The vendor shall inspect and calibrate cameras daily per manufactures specifications. This includes inspection the lens and other camera parts, counters, exposure controls, lights, etc. to ensure equipment is operating and calibrated properly.
20. Image Placement: Comic mode is the preferred mode for the state. Cine mode will only be acceptable if an application warrants a different arrangement.
21. Quality of Work: Each frame shall be exposed and processed so that every line and character on a document also appears on the microfilm. The processed file will be free of scratches, holes in emulsion, fingerprints or any other defect that might adversely affect quality. The vendor must be prepared to film records with file dividers, and various color paper that may require different exposure settings. The vendor must establish the appropriate background density that will apply to all images captured on a single roll of film.

22. Inspection: The state requires the vendor to conduct a 100 % frame-by-frame visual inspection of all generations of processed film rolls to identify visual defects and missing images and confirm copies as true and correct by marking in box 9 of the Certificate of Records Destruction form. The film will be passed through a reader that allows manual advance/rewind of the film, with glass platens in the open position so that only film rollers come in contact with the film. Equipment used must not scratch or otherwise damage the film. One density reading shall be taken at the beginning of each roll or film and a second taken at the end of each roll of film. The state will inspect each roll of processed microfilm to confirm that no processing malfunctions occurred. The presence of defects will require the vendor to process the film again at no cost to the state.
23. Splice: An ultrasonic splicer must be used and splicing is allowed only at the beginning of a roll of film and there can be no more than 2 splices on a single roll.
24. Targets: Targets must be included on every roll of microfilm produced. They are 18.5" X 11" sheets of paper with information concerning either the material filmed or the method of filming. Targets should be produced on a computer and printed with a laser printer or high quality ink jet printer for best legibility. Targets should be replaced on a routine basis because to insure clarity. The following identifies the arrangement of target that will appear on each roll of microfilm.

Beginning Targets:

- Start (60 point type);
- Roll Number (60 point type);
- Resolution Target must be microfilmed on each roll once at the beginning and again at the end;
- White Sheet- Required in preservation microfilming;
- Reduction Target (60 point type) states the reduction ration used to film the records appearing on each roll of film;
- Confidential Target (30 point type);
- Title Target ((30 point type);
- Information Targets (30 point type);
 - ✓ Reproduction Restrictions (this material may not be reproduced without the permission of the State of Alaska;
 - ✓ Poor Original;
 - ✓ Page Missing;
- Content List (30 point type) will be microfilmed on the first roll of each new microfilm job;

Note: If filming as a fiche job, certification target is required in addition to the header sheet. The arrangement shall be: header sheet, certification, and files content.

Ending Targets

- Declaration by camera operator & film label of film used (30 point type);
- White sheet;
- Resolution target;
- End, please rewind (60 point);

Target requirements

- Start, End and Defect targets should be eye legible without magnification;
- White Sheet is a clean flat, non-creased white bond paper or poster board large enough to fill the frame. It is used to ensure that the density is uniform across a frame;
- Title Target shall identify the agency indicating the department, division and section if applicable, and the records series;

25. Illegible or Missing Image: During filming if any document is filmed incorrectly, the image will be followed by a correction target, followed by the image document again. Operator will inspect each roll of processed microfilm for completeness, legibility and missing images. Retakes will be processed according to the follow procedures.
- Allow 18 inches of blank leader at the beginning of each retake section;
 - Photograph a start of retake section target;
 - Microfilm the file identifier or header sheet of the file (s) in question and the documents that were illegible or missing in the same order which they would have appeared on the original roll;
 - Microfilm and end retake section target;
 - Allow 18 inches of blank trailer at the end of each retake section;
 - After processing, splice retake images onto the beginning of the original roll;
26. Integrity of Records: The integrity of records refers to their context of use that includes maintaining their existing filing order or arrangement before, during, and after filming. Records must be returned to the original storage containers in the same order that existed before filming

NOTE: file folders, staples, clips, tape, etc. removed prior to filming should not be restored.

Labels: The information on each label shall correctly:

- Identify the originating entity (agency, department, division, or section)
- Record the group number, and record the series title;
- Record year span;
- Record the beginning and ending file;
- Record the year filmed;
- Record the name of vendor;
- Indicate if the roll has been treated against redox blemishes;

The size of labels for 16mm shall be 3 ½ inches in width and 4 ½ inches in length and for 35mm film the size of the labels shall be 3 ½ inches in width and 5 inches in length. A white, acid-free adhesive shall be utilized to adhere the label to the storage container.

27. Microform Headings: The data on the head or titles area of all microforms shall be legible with at least 8X magnifications.
28. Redox Blemishes: There are two techniques, Brown Toning, and Silverlock that are used for treating silver gelatin microfilm against redox blemishes. The state will accept either treatment as long as it is performed by employees properly trained in its use. Tests (peroxide or dichromate bleach) confirming the effectiveness of each batch of treated film must be performed by a qualified third party approved by the state and the results and documentation must be delivered to the state within two weeks of processing.
29. Residual Thiosulfate: Excess residual thiosulfate can cause film to deteriorate prematurely. A methylene blue test shall be performed randomly on silver camera negatives on a monthly basis. The concentration of residual thiosulfate permitted shall not exceed 0.14 microgram per square centimeter. The residual thiosulfate permitted in diazo film shall not exceed 0.30 micrograms per square centimeter. A qualified third party approved by the state must perform this test and submit the resulting documentation along with the corresponding test film strip to the state.
30. Protection of Records: Vendor shall exercise due care in handling all records or other materials in its custody from the time they arrive until they are returned to the state or confidentially destroyed. In the

event that any items are lost or damaged during this period the vendor will repair or provide replacement microfilm when possible, at no cost to the state.

31. Records and Film Delivery: The vendor will arrange for prompt delivery of all processed film and records to the state on a mutually agreed upon schedule.

Vendor Deliverables:

- Processed test film strips;
- Processed 16mm/35mm silver camera negatives, includes roll written from born digital documents;
- Certificate of Records Destruction;
- Methylene blue tests;
- Finance Report;

32. Optional Image Capture, Digital Scanning: If vendor elects to use digital scanning technology for image capture and writing the images to film, the following performance specifications must be satisfied:
- a) Scanning of archival documents shall be at true optical resolution of at least 300 d.p.i. Scanning of administrative documents must be of at least 200 d.p.i. Interpolation to a higher resolution from a lower resolution will not be permitted;
 - b) Scan double-sided and irregular sized documents;
 - c) The reduction ratio must be no greater than 24X for archival and 40X for administrative image capture;
 - d) Dynamic thresholding must produce images that, when written to film, have a density between 0.80 and 1.50, depending upon the contrast of the original documents;
 - e) Skewed and misaligned images must be properly aligned;
 - f) Images shall be sharpened as needed to achieve the approximate appearance of the original documents;
 - g) A computer based index must be generated for each document. I.E subject matter, number of pages etc;
 - h) The digital images must be written out to the film in TIFF using the gray scale mode;
 - i) The film base on which the digital images are written must have a LED of 500 years and comply with the performance specifications of Kodak Archive Storage Media 3459;
 - j) The frames of each roll of output microfilm must be indexed to link to the computerized index;
 - k) A quality control program shall be in place to ensure that scanned images are complete and accurate. The vendor will perform a 100% frame by frame inspection and rescan any documents where;
 - There is a loss of detail when compared to the original;
 - The tonal values are uneven;
 - The contrast is too low or too high;
 - There is excessive noise, usually noticeable in the darker portions of an image;
 - There are skewed or misaligned images;

PART II - CONVERSION SERVICES: CONVERSION OF PAPER AND MICROGRAPHIC FORMATS TO DIGITIZED IMAGES WITH ASSOCIATED METADATA AND INCLUDING DELIVERY OF THE IMAGED RECORDS.

International Telecommunication Union (ITU) Group 4: The International Telecommunications Union or ITU (previously known as the International Telegraph and Telephone Consultative Committee (CCITT)) is a United Nations standards organization that has developed protocols for the transmission of bi-tonal (black/white) images over telephone lines and data communication links. One of these protocols or standards for encoding bi-tonal or one-bit images is called Group 4, which was developed specifically for bit map images stored on disks and transmitted across networks. Group 4 compression is the standard compression technique used for high-

end fax machines and is the international standard for compression of bi-tonal scanned images in document and record management systems.

NOTE: All processes described in this ITB Part II will comply with **ITU Group 4: STANDARDS**.

Types of Conversion Services:

- Any Size or Shape;
- Microfilm & Microfiche;
- Books;
- Large Format Drawings;
- Aperture Cards;
- Film;

1. Accurate Electronic Records: The primary objective in the image conversion service process is to capture the most accurate and complete facsimile of the source documents as possible and accurately and completely capture, either automatically or manually, the required index or metadata. Vendor will be required to have on file, documented policies, assigned responsibilities, and formal procedures for the management for their processing of electronic records.
2. Image Scanning: The objective of image scanning is to capture the most accurate and complete digitized facsimile of the document as possible. Vendor will meet the following requirements:

Periodic testing of the scanner's proper functioning which includes a standard scan target page for checking the image quality of bi-tonal scanners;

- Cursory operator review of individual images as they are being scanned;
- Single and duplex scanning;
- Elimination of blank pages;

3. Document Preparation: Vendor will supply agencies with bar-coded batch separator sheets & document separator sheets. Agencies will use them with preparing their documents for imaging. State staff will be responsible for preparation of all documents sent for imaging.

Indexing: Vendor must be able to perform the following:

- Accurate indexing or attribution of metadata to each file and record scanned;
- Ability to correct OCR/ICR read errors;
- Manual Keying;
- Double-Blind Keying;
- Edit checks to ensure that index field formats, values, etc. are correct;
- Barcode Recognition;
- Auto-Indexing Capabilities;

4. Records Destruction: Pursuant to the personal information protection act (PIPA, HB 65) all electronic media devices containing personal information must be shredded, burned, pulverized, or otherwise rendered unreadable in such a manner that the media is not recoverable.

SEC. 2.11 SHIPPING AND HANDLING OF PAPER DOCUMENTS

The cost of shipping and delivery for orders will be handled as follows. Agency will ship boxes to the vendor for processing at the agency's own expense. The contractor will prepay any return shipping and delivery charges on any micrographics to any agency destination named by the state in its order. The contractor will charge-back those

shipping and delivery charges to the state as a separate line item on the state's invoice. The shipping and delivery charges will be billed as an exact cost, pass-through charge.

SEC. 2.12 SHIPPING DAMAGE

The state will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The state will provide the contractor with written notice when damaged goods are received. The state will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

SEC. 2.13 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for proving 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. 2.14 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. 2.15 ESTIMATED QUANTITIES

The quantities referenced in this ITB are the state's estimated requirements and may vary more or less from the quantities actually purchased. The state does not guarantee any minimum or maximum purchase. Orders will be issued throughout the contract period on an as-needed basis.

SEC. 2.16 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 January 31, 2024.

The contractor or state 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 or state 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 or contractor 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 (July through December 2022); and each (July through December 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.

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. 2.17 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. 2.18 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. (ITB Attachment F – SAMPLE B1 Insurance & Indemnity)

“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. 2.19 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. 2.20 ADMINISTRATIVE FEE

Contractors shall provide a quarterly administrative fee of 1.5% to the State of Alaska. Contractors shall submit a check or Electronic Transfer, payable to the State of Alaska, Department of Administration, Office of Procurement and Property Management (OPPM), for the calculated amount equal to 1.5% of the total sales for the quarterly period.

Contractors must include the contract number on the check, or Electronic Transfer. Administrative Fees submitted to the state without the contract number will be returned to the contractor for the required information. Administrative fee checks shall be submitted to:

State of Alaska

Office of Procurement & Property Management
PO Box 110214
Juneau, AK 99811-0214
ATTN: Statewide Contracts #2023-0200-0120

SEC. 2.21 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. (SAMPLE Usage Report Section 6 – Attachment C)

<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. Email reports to: doa.dss.vendorreport@alaska.gov

SECTION 3. CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 BILLING INSTRUCTIONS

All invoices produced by the contractor must contain the following information at a minimum:

1. Project number
2. Project date
3. State of Alaska agency, and address
4. Brief description of Project
5. Quantity, contract cost, and final amount due
6. Shipping method
7. Pass through cost for shipping

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 and the invoice. 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 responsible/responsiveness. Bids deemed non-responsible/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 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. 4.06 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. 4.07 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. 4.08 METHOD OF AWARD

Award will be made to the lowest responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items.

SEC. 4.09 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.

- Alaska Statutes: AS 40.21 [Management and Preservation of Public Records](#)
- Alaska Statutes: AS 45.48.500-.590 [Disposal of Records](#)
- Alaska Administrative Code: 4 AAC 59.005 [Retention and Preservation of Electronic Records](#)
- Alaska Administrative Code: 4 AAC 59.60 [Microforms and Microform Systems](#)
- Information Security Policy: ISP-143 [Information Disposal](#)

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 RFP;
- 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) 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 to treat information an offeror submits with its proposal as CBI, the offeror must do the following when it submits its 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 will evaluate the offeror's assertion upon receiving a request for the information. If OPPM rejects the assertion, it 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 30 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 provide 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

Invitation to Bid (ITB) with Cover Sheet – (Mandatory Return of Cover Sheet)

- A.** Bidder Submission Form (Mandatory Return)
- B.** Bid Schedule (Mandatory Return)
- C.** SAMPLE - Usage Report Spreadsheet (Informational only)
- D.** SAMPLE – Notice of Intent to Award (Informational only)
- E.** SAMPLE – Contract Award Form (Informational only)
- F.** SAMPLE – B1 Insurance & Indemnity