

STATE OF ALASKA INVITATION TO BID (ITB)



DIVISION OF PUBLIC ASSISTANCE PRINTING AND MAILING SERVICE

ITB 2025-1600-0097 / 1625-016

ISSUED SEPTEMBER 30, 2024

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

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 if you desire to receive notification of subsequent amendments to the solicitation.

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 must be 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.

DEPARTMENT OF Health	
DIVISION OF Public Health, System Operations	COMPANY SUBMITTING BID
PROCUREMENT OFFICER:	AUTHORIZED SIGNATURE
ANNALISA HAYNIE	PRINTED NAME
EMAIL: ANNALISA.HAYNIE@ALASKA.GOV	DATE

TABLE OF CONTENTS

SECTION 1.	INTRODUCTION & INSTRUCTIONS.....	4
SEC. 1.01	PURPOSE OF THE ITB.....	4
SEC. 1.02	BUDGET.....	4
SEC. 1.03	DEADLINE FOR RECEIPT OF BIDS.....	4
SEC. 1.04	PRIOR EXPERIENCE.....	4
SEC. 1.05	REQUIRED REVIEW.....	4
SEC. 1.06	QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS.....	5
SEC. 1.07	RETURN INSTRUCTIONS.....	5
SEC. 1.08	ASSISTANCE TO BIDDERS WITH A DISABILITY.....	5
SEC. 1.09	AMENDMENTS TO BIDS.....	5
SEC. 1.10	AMENDMENTS TO THE ITB.....	5
SEC. 1.11	ITB SCHEDULE.....	5
SEC. 1.12	ALTERNATE BIDS.....	6
SEC. 1.13	SUPPORTING INFORMATION.....	6
SEC. 1.14	FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER.....	6
SECTION 2.	SCOPE OF WORK AND CONTRACT INFORMATION.....	7
SEC. 2.01	SCOPE OF WORK.....	7
SEC. 2.02	CONTRACT TERM.....	12
SEC. 2.03	CONTRACT TYPE.....	12
SEC. 2.04	PAYMENT FOR STATE PURCHASES.....	13
SEC. 2.05	CONTRACT ADMINISTRATION.....	13
SEC. 2.06	CONTRACT PERFORMANCE LOCATION.....	13
SEC. 2.07	THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED.....	13
SEC. 2.08	SUBCONTRACTORS.....	13
SEC. 2.09	JOINT VENTURES.....	13
SEC. 2.10	RIGHT TO INSPECT PLACE OF BUSINESS.....	14
SEC. 2.11	INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES.....	14
SEC. 2.12	EQUIPMENT INSPECTION.....	14
SEC. 2.13	NEW EQUIPMENT.....	14
SEC. 2.14	DISCONTINUED ITEMS.....	14
SEC. 2.15	SHIPPING DAMAGE.....	14
SEC. 2.16	CONTRACT CHANGES – UNANTICIPATED AMENDMENTS.....	15
SEC. 2.17	CONTINUING OBLIGATION OF CONTRACTOR.....	15
SEC. 2.18	BILLING INSTRUCTIONS.....	15
SEC. 2.19	ESTIMATED QUANTITIES.....	15
SEC. 2.20	NONDISCLOSURE AND CONFIDENTIALITY.....	15
SEC. 2.21	INDEMNIFICATION.....	16
SEC. 2.22	INSURANCE.....	16
SECTION 3.	BID FORMAT AND CONTENT.....	18
SEC. 3.01	BID FORMS.....	18
SEC. 3.02	PRICES.....	18
SECTION 4.	EVALUATION AND CONTRACTOR SELECTION.....	19
SEC. 4.01	EVALUATION OF BIDS.....	19
SEC. 4.02	APPLICATION OF PREFERENCES.....	19
SEC. 4.03	ALASKA BIDDER PREFERENCE.....	19
SEC. 4.04	ALASKA VETERAN PREFERENCE.....	20
SEC. 4.05	ALASKA MILITARY SKILLS PROGRAM PREFERENCE.....	20
SEC. 4.06	USE OF LOCAL FOREST PRODUCTS.....	21
SEC. 4.07	LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE.....	21
SEC. 4.08	ALASKA PRODUCT PREFERENCE.....	21
SEC. 4.09	EMPLOYMENT PROGRAM PREFERENCE.....	22

SEC. 4.10 ALASKANS WITH DISABILITIES PREFERENCE22

SEC. 4.11 PREFERENCE QUALIFICATION LETTER22

SEC. 4.12 EXTENSION OF PRICES22

SEC. 4.13 METHOD OF AWARD22

SEC. 4.14 CONTRACTOR SELECTION PROCESS23

SEC. 4.15 NOTICE OF INTENT TO AWARD.....23

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION24

SEC. 5.01 INFORMAL DEBRIEFING24

SEC. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES24

SEC. 5.03 AUTHORITY24

SEC. 5.04 COMPLIANCE.....25

SEC. 5.05 SUITABLE MATERIALS, ETC.25

SEC. 5.06 SPECIFICATIONS25

SEC. 5.07 ITEM UPGRADES25

SEC. 5.08 CONTRACTOR SITE INSPECTION25

SEC. 5.09 ORDER DOCUMENTS25

SEC. 5.10 HUMAN TRAFFICKING.....25

SEC. 5.11 RIGHT OF REJECTION26

SEC. 5.12 STATE NOT RESPONSIBLE FOR PREPARATION COSTS26

SEC. 5.13 DISCLOSURE OF BID CONTENTS26

SEC. 5.14 ASSIGNMENTS27

SEC. 5.15 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM).....27

SEC. 5.16 DEFAULT27

SEC. 5.17 DISPUTES27

SEC. 5.18 SEVERABILITY.....27

SEC. 5.19 CONTRACT CANCELLATION27

SEC. 5.20 GOVERNING LAW; FORUM SELECTION28

SEC. 5.21 QUALIFIED BIDDERS28

SEC. 5.22 FEDERALLY IMPOSED TARIFFS.....28

SEC. 5.23 PROTEST.....29

SECTION 6. ATTACHMENTS30

SEC. 6.01 ATTACHMENTS30

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Health, Division of Public Assistance, System Operations, is soliciting bids to establish a contract to provide daily mail out services for notices, routine mid-month services, and occasional special mailings.

The Division is required by state and federal regulation to send out notices for programs it administers. These notices are to be mailed to applicants and recipients regularly to communicate program eligibility and requirements. The mailings may contain Health Insurance Portability and Accountability Act (HIPAA) related data, which may contain Protected Health Information (PHI), and/or Personally Identifiable Information (PII). Therefore, the State is seeking a vendor that can provide **HIPAA compliant services**.

SEC. 1.02 BUDGET

Department of Health, Division of Public Health, estimates a budget of between \$400,000 and \$420,000 dollars for this contract. Bids priced at more than \$420,000 will be considered non-responsive.

Payment for the contract is subject to funds already appropriated and identified.

SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 4:00PM Alaska Time on October 11, 2024, at which time they will be officially opened. Late bids or amendments will be considered non-responsive and will not be opened or accepted for evaluation. See Attachment 2 – Bid Sheet for Goods and Services.

SEC. 1.04 PRIOR EXPERIENCE

The Division is required by state and federal regulation to send out notices for programs it administers. These notices are to be mailed to applicants and recipients regularly to communicate program eligibility and requirements. The mailings may contain Health Insurance Portability and Accountability Act (HIPAA) related data, which may contain Protected Health Information (PHI), and/or Personally Identifiable Information (PII). Therefore, the State is seeking a vendor that can provide **HIPAA compliant services**.

In order for a bid to be considered responsive the bidder must certify they meet the following mandatory prior experience requirement:

- Three years in the past five years of experience maintaining HIPAA compliance as it relates to PHI and PII data in performing printing and mailing services.

A bidder's failure to meet the minimum mandatory prior experience requirement above, will cause their bid to be considered non-responsive and rejected.

SEC. 1.05 REQUIRED 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 deadline for receipt of bids. 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. 1.06 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. 1.07 RETURN INSTRUCTIONS

Bids must be submitted via email to: doh.procurement.proposals@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 email the issuing agency at Annalisa.Haynie@alaska.gov to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 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. 1.09 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. 1.10 AMENDMENTS TO THE ITB

If an amendment is issued before the deadline for receipt of bids, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment 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 OPN.

SEC. 1.11 ITB SCHEDULE

The ITB schedule below 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 Standard Time (AST).

ACTIVITY	TIME	DATE
Issue Date / ITB Released		9/30/24
Deadline for Receipt of Bids / Bid Due Date	8:00AM	10/14/24
Bid Evaluations Complete		10/18/24
Notice of Intent to Award		10/25/24
Contract Issued		10/28/24

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 Health, 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. 1.12 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. 1.13 SUPPORTING INFORMATION

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, may cause the state to consider the offer non-responsive and reject the bid.

SEC. 1.14 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 must be complied with at risk of bid rejection for non-responsiveness.

SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION

SEC. 2.01 SCOPE OF WORK

The requirement is for covering the Division of Public Assistance Daily Mail Out Services for EIS and ARIES, Fair Hearing Notices, Routine EIS Mid-Month Notices with inserts, and Occasional Special Mailings described herein:

The State of Alaska, Department of Health, Division of Public Assistance mails notices to clients each State workday. On average there are between 100,000 – 120,000 notices per month originating from three main groups described below:

1. **GEN 160** Daily EIS Rights and Responsibilities Notices (Form# 06-3687) – These notices represent the majority of the resultant contract work and are a single 8.5” X 11” 20# tri-folded page inserted into a #10 double window envelope; volume per month is estimated to be between 43,400-87,000. These notices are processed for postage through bulk mail facility and mailed out same day received.
2. **ARIES AUTO** system generated notices – The ARIES AUTO has multiple variable page notices from 3 pages up to 7 pages inserted into a double window envelope using 3 X 9 barcoding to determine proper number of pages to be inserted into an envelope, volume per month is estimated to be between 21,000-43,400. These notices require First Class postage per piece by weight, mailed out same day of receipt.
3. **ARIES FLAT** system generated notices - The ARIES FLAT has greater than 7 pages and are hand inserted into a 9” X 11-1/4” windowed envelope, volume per month is estimated to be between 1,100-1,625. These notices require First Class postage per piece by weight, mailed out same day of receipt.
4. **GEN 72 Eligibility Review Notice and Form (can include X004 – X041)** – Eligibility Review form with notice – An estimated 9,000-12,000 notices per month on a single 8.5” X 11” notice is inserted into a double window envelope along with two-part pre-folded yellow GEN 72 Eligibility Review form. In August and September, a group of these notices will include an additional PFD-1 insert. This group will be listed and separated out into a special group with number of notices that will receive the insert in pre-sort order on a generated report called a PAVE report. This special group is estimated to be about 10,000 per month for August and September.
This is a mid-month report and are to be mailed within three (3) full business days of receipt by contractor from the Public Assistance courier. The contractor will guarantee processing and delivery to the Anchorage Business Mail Entry Unit.
5. **Notice X037 with a Gen 72 form (Otherwise a Gen 149 if agency was able to provide)** – At this time Notice X037 on a single 8.5” X 11” notice is inserted into a double window envelope along with two-part pre-folded yellow GEN 72 Eligibility Review form. Estimated total per month is 6,000. They are tri-folded and inserted into a double window envelope, along with a single sheet Denali Care Renewal Appendix (Form MED 42), and one #9 return envelope with State of Alaska return address pre-printed. Note: Agency is not able to provide Gen 149 Denali Care Pre-Printed Renewal Form, but if able in future, it would replace the Gen 72 form insert and have the same expectations listed in this section. This is mailed at the first of the month and are to be mailed within three (3) full business days of receipt by contractor from the Public Assistance courier. The contractor will guarantee processing and delivery to the Anchorage Business Mail Entry Unit.
6. **GEN 152 and Notice X034** – Senior Benefits Notices – Estimate about 800-1,200 notices per month. One 8.5” X 11” notice is inserted into a double window envelope along with a green, 4-page, pre-folded Senior Care Program Form. These are first of the month reports and are to be mailed within three (3) full business

- days of receipt by contractor from the Public Assistance courier. The contractor will guarantee processing and delivery to the Anchorage Business Mail Entry Unit.
7. **Auto Roll Letters** are a single 8.5” X 11” 20# tri-folded page inserted into a #10 double window envelope; volume per month is estimated to be between 43,400-87,000. These notices are processed for postage through bulk mail facility and mailed out same day received.
 8. **Heating Assistance Letters** are a single 8.5” X 11” 20# tri-folded page inserted into a #10 double window envelope; volume per month is estimated to be between 1,500-2,500 (October – July). These notices are processed for postage through bulk mail facility and mailed out same day received.
 9. **Water Assistance Letters** are a single 8.5” X 11” 20# tri-folded page inserted into a #10 double window envelope; volume per month is estimated to be between 117-217. These notices are processed for postage through bulk mail facility and mailed out same day received. Note: This program is not currently running but could in the future.
 10. **Special Mailings** may occasionally be required, no average on special mailings. Treated the same way as EIS Daily Notices noted above.
 11. **Printing of GEN 72** Application is to be printed, assembled, and tri folded. Specifications: 1/1, black & white, 20# Canary, 12 pages, 7 sheets, 2 signatures, 1 at 4 sheets and 1 at 3 sheets. Cut to 8.5”X11”, thin glue adhesive at top. Folding: Fold 2 – signatures to 3.667” X 8.5” for inserting. Estimated number of forms per month is 10,000 – 20,000.

The deliverable specifications listed above are also summarized in Table 1 below. For deliverable handing and processing schedule, please refer to Table 2 below.

The Division of Public Assistance is not bound to delivery every business day and reserves the right to hold the stock if circumstances vary.

No mailing list may be formed from these names and addresses. On notices or in address files, all names, addresses, and information contained in these notices and/or special mailings are confidential and may not be released by contractor, nor used for any purpose other than the administration of this contract. All client address files will be returned to Division of Public Assistance and/or deleted.

The State has a standard BAA that is included in contracts that involve PHI and PII covered under the Health Insurance Portability and Accountability (HIPAA) Act. This BAA will be included in the resultant fully executed contract and is attached along with this ITB as Attachment 3, Appendix E – Business Associate Agreement. Any request to change language in this document must be set out in the offeror’s bid response in a separate document.

TABLE 1. SPECIFICATIONS AND OVERVIEW OF FORMS AND LETTERS (With policy changes, the state reserves the right to add or subtract and revise forms.)											
Del.#	Short Description	Long Description	Associated Form No.	No. of Pgs. & Pg. Size	Mailing Frequency	Est. Mail Pieces Per Day	Weight/ Fold	Envelope Specifications	Sort	Post Type & Post Location	Est. Mail Pieces Per Month
1	GEN 160	Daily ES Rights and Responsibilities Notices	(06-3687)	1 PK/ 8.5"x11"	Daily M-F	2,000-4,000	20#/ Tri-fold	#10 double window, Auto Stuff	Zip Code Order	First Class, USPS- BMEU, Anchorage (Day Received)	43,400-87,000
2	ARIES AUTO	Multiple variable page notices generated by ARIES system using 309 barcode to determine proper number of pages to be inserted into an envelope	Varies	3-7 PK/ 8.5"x11"	Daily M-F	1,000-2,000	20#/ Tri-fold	Double window, Auto Stuff	Zip Code Order	One client set each, First Class, Per Piece, by Weight (Day Received)	21,700-43,400
3	ARIES FLAT	Multiple variable page notices generated by ARIES system hand inserted	Varies	>7 PK/ 8.5"x11"	Daily M-F	50-75	20#/ No fold	9"x11 ^{1/4} windowed, catalog size	Zip Code Order	One client set each, First Class, Per Piece, by Weight (Day Received)	1,100-1,625
4	GEN 72	Eligibility Review Notice and Form <i>(can include Notices X04-X041)</i>	(06-3670)	1 PK/ 8.5"x11"	Mid-Month	N/A	Tri-fold	Double window, w/special inserts and/or return envelopes	Zip Code Order	First Class, USPS- BMEU, Anchorage (w/in 3-Business Days of Receipt)	10,000
5	X037 Notice (w/ either GEN 72 or GEN 149)	Denial Care Renewal Notice and Gen 72 Form <i>Note: Agency not able to provide Gen 149 pre-populated renewal at this time, but if able to in future it would replace this with the same expectations except no Gen 72 insert.</i>	(06-4038)	1 PK/ 8.5"x11"	First of Month	N/A	Tri-fold	Double window, w/special inserts and/or return envelopes	Zip Code Order	First Class, USPS- BMEU, Anchorage (w/in 3-Business Days of Receipt)	6,000
6	GEN 152 and Notice X034	Senior Benefits Notice and Renewal Form	(06-3944)	1 PK/ 8.5"x11"	First of Month	N/A	Tri-fold	Double window, w/special inserts and/or return envelopes	Zip Code Order	First Class, USPS- BMEU, Anchorage (w/in 3-Business Days of Receipt)	800-1,200
7		Auto Roll Letters	N/A	1 PK/ 8.5"x11"	Mid-Month	N/A	20#/ Tri-fold	#10 double window, Auto Stuff	Zip Code Order	One client set each, First Class, Per Piece, by Weight (Day Received)	43,400-87,000
8		Heating Assistance Letters	Varies	1 PK/ 8.5"x11"	Seasonal / Daily	70-115	20#/ Tri-fold	#10 double window, Auto Stuff	Zip Code Order	First Class, USPS- BMEU, Anchorage (Day Received)	1,500-2,500 October - July
9		Water Assistance Letters	Varies	1 PK/ 8.5"x11"	Daily M-F	5-10	20#/ Tri-fold	#10 double window, Auto Stuff	Zip Code Order	First Class, USPS- BMEU, Anchorage (Day Received)	117-217
10		Special Mailings – as requested per timely notification to contractor (same price as ES Notices)	Varies	1 PK/ 8.5"x11"	Varies	Varies	20#/ Tri-fold	#10 double window, Auto Stuff	Zip Code Order	First Class, USPS- BMEU, Anchorage (Day Received)	Varies
11		Print Gen 72 Eligibility Review Form, assemble, and fold.	N/A	1/1, black & white, 20# Canary, 12 pages, 7 sheets, 2 signatures, 1 at 4 sheets and 1 at 3 sheets. Cut to 8.5"x11", thin glue adhesive at top. Estimate 10,000-20,000 per month. Folding: Fold 2 - signatures to 3.887"x8.5" for inserting.	N/A	N/A	20# / two-fold	N/A	N/A	N/A	10,000-20,000

NOTE: There are no carbons or staples in any notice or insert.

Table 2. DELIVERABLE HANDLING AND PROCESSING SCHEDULE				
Del.#	Priority Level	Delivery of Notices from Division to Contractor	Handling	Processing
1	1*	Notices are delivered daily Monday-Friday via Public Assistance courier to the contractor between 8:00AM & 12:00PM, concurrent with each State of Alaska business day.	GEN 160 daily EIS notices occurs Monday-Friday and range between 2,000 and 4,000 pieces of mail per day. They are single page 8.5"x11" pages of 20# paper and inserted into double window envelopes.	GEN 160 daily EIS notices are processed and mailed FIRST CLASS through the USPS-Anchorage Business Mail Entry Unit (BMEU) on the same day they are received.
2	1*	Notices are delivered daily Monday-Friday via Public Assistance courier to the contractor between 8:00AM & 12:00PM, concurrent with each State of Alaska business day.	ARIES AUTO STUFF daily notices occurs Monday-Friday and range between 1,000-2,000 pieces of mail per day. They are multiple 8.5"x11" pages of 20# paper, not to exceed 7 pages and inserted into double window envelopes, using 3X9 barcode separator. This number may increase with new system applications.	ARIES AUTO daily notices are processed and mailed FIRST CLASS postage applied by contractor per piece by weight, and mailed on the same day they are received.
3	1*	Notices are delivered daily Monday-Friday via Public Assistance courier to the contractor between 8:00AM & 12:00PM, concurrent with each State of Alaska business day.	ARIES FLAT daily notices occurs Monday-Friday and range between 50-75 pieces of mail per day. They are multiples 8.5"x11" pages of 20# paper, greater than 7 pages and are inserted into 9" x 11 1/4" catalog sized envelopes.	ARIES FLAT daily notices are processed and mailed FIRST CLASS postage applied by contractor per piece by weight, and mailed on the same day they are received. This number may increase with new system applications.
4		Notices are delivered to the contractor by the Public Assistance courier no later than 1:00PM on the 16th of every month (or 1st State business day following designated State holiday). These will be separated into job groups 1-3.	GEN 72 EIS Mid-Month Notices occurs 16th of every month and ranges between 9,000-12,000 pieces of mail monthly. They are one 8 1/2"x11" page of 20#paper along with two-part pre folded yellow GEN 72 Eligibility Review form into a double window envelope. The months of August and September will include an additional insert called a PFD1 form, estimated at an additional 10,000 per month	GEN 72 notices are processed and mailed FIRST CLASS through the USPS-BMEU within three full business days from the date they are received
5		Notices are delivered to the contractor by the Public Assistance courier no later than 1:00PM on the 1st of every month (or 1st State business day following designated State holiday).	X037 Notice (GEN 149) EIS First of Month Notices occurs 1st of every month and is approximately 6,000 pieces monthly. They are one 8 1/2"x11" page of 20#paper along with two-part pre folded yellow GEN 72 Eligibility Review form into a double window envelope.	GEN 149 notices are processed and mailed FIRST CLASS through the USPS-BMEU within three full business days from the date they are received
6		Notices are delivered to the contractor by the Public Assistance courier no later than 1:00PM on the 16th of every month (or 1st State business day following designated State holiday).	GEN 152 EIS Mid-Month Notices occurs 16th of every month and ranges between 800-1,200 pieces monthly. They are one 8 1/2"x11" page of 20# paper along with a green, 4 page, pre-folded Senior Care Program form into a double window envelope.	GEN 152 notices are processed and mailed FIRST CLASS through the USPS-BMEU within three full business days from the date they are received
7		Notices delivered to the contractor by the Public Assistance courier no later than 1:00PM on the 1st of every month (or 1st State business day following designated State holiday).	Auto Roll Letters occurs 1st of the month and ranges between 15,000-25,000 pieces monthly. They are 2 - 8 1/2"x11" pages of 20# paper trifolded into a double window envelope.	Auto Roll Letters are processed and mailed FIRST CLASS through the USPS-BMEU within three full business days from the date they are received
8		Notices are delivered daily Monday-Friday via Public Assistance courier to the contractor between 8:00AM & 12:00PM, concurrent with each State of Alaska business day.	Heating Assistance notices occurs Monday-Friday (October - July) and range between 70-115 pieces of mail per day. They are multiple 8.5"x11" pages of 20# paper and inserted into double window envelopes, using barcode separator	Heating Assistance notices are processed and mailed FIRST CLASS through the USPS-Anchorage Business Mail Entry Unit (BMEU) on the same day they are received.
9		Notices are delivered daily Monday-Friday via Public Assistance courier to the contractor between 8:00AM & 12:00PM, concurrent with each State of Alaska business day.	Water Assistance notices occurs Monday-Friday and range between 5-10 pieces of mail per day. They are multiple 8.5"x11" pages of 20# paper and are inserted into double window envelopes, using barcode separator envelopes. This program is not currently active has the potential to become a regular program.	Water Assistance notices are processed and mailed FIRST CLASS through the USPS-Anchorage Business Mail Entry Unit (BMEU) on the same day they are received.
10		Notices are delivered (as requested per timely notification to contractor) daily Monday-Friday via Public Assistance courier to the contractor between 8:00AM & 12:00PM, concurrent with each State of Alaska business day.	Special Mailings vary, should be same pricing as EIS Daily Notices	Special Mailings are processed and mailed FIRST CLASS through the USPS-Anchorage Business Mail Entry Unit (BMEU) on the same day they are received.
11		Print Gen 72 Eligibility Review Form, assemble, and fold.	1/1, black & white, 20# Canary, 12 pages, 7 sheets, 2 signatures, 1 at 4 sheets and 1 at 3 sheets. Cut to 8.5"x11", thin glue adhesive at top. Estimate 10,000 per month. Folding: Fold 2 - signatures to 3.667"x8.5" for insertline.	N/A

NOTE: There are no carbons or staples in any notice or insert.

During the course of this contract, emergent situations may necessitate a change in notice stock from cut-sheet to continuous print, pin-feed paper, which may be burst and have pin-feed margin removed before processing and mailing.

PAVE Report:

A system generated PAVE report and Postal-One paperwork for GEN160, GEN 72, X037(GEN 149) and GEN 152 (Deliverables 1, and 4-6 respectively) notice jobs, that detail the type and quantity for each presort category of contractor processing and notice summary page for ARIES AUTO/FLAT notices will be provided to the contractor by the Public Assistance courier.

Presort categories are as follows:

1. Automated 3-digit presort,
2. Automated basic presort,
3. Non-automated presort.

Inventory:

1. The Division of Public Assistance will provide all inventory stock needed for the processing of the Daily EIS and ARIES notice jobs and EIS Mid-Month or First of Month notice jobs, to include forms (except Gen 72 forms), envelopes, and various inserts.
2. Contractor is required to provide appropriate storage of inventory stock on an “as needed” basis. Contractor will supply the Public Assistance courier with a complete inventory of current stock on location upon request as needed to ensure adequate inventory is available for contractor use.

Quality Control of all Notice Insertions:

1. A maximum of one daily EIS notice per envelope along with specific insert(s) when required for EIS Mid-Month or First of Month notice job. A PAVE report will summarize the number of notices generated in barcode order.
2. One set of ARIES client notices per envelope, per 3X9 barcode indicator. A notice summary page will summarize the required number of envelopes that the job generated.
3. Contractor will check and calibrate the inserter to guarantee the number of notices processed and the number of envelopes used matches the total shown on the Division of Public Assistance PAVE report, and/or ARIES-Auto/Flat Notice Summary pages provided with each delivery.
4. Contractor is to ensure that the address block consisting of a delivery point barcode and 3 to 4 address lines is fully visible within the address window according to USPS requirements.
5. If notices are mutilated, delayed, or mishandled during the inserting/mailing process, contractor will notify specified person at Systems Operations by 2:00PM the same day. Mutilated notices must be saved by the contractor and presented to the Public Assistance courier the next business day.
6. Contractor is to ensure PRESORT order of mail is maintained in order to meet USPS bulk mail requirements. With the exception of routine EIS Mid-Month or First of Month (Deliverables 4-6) notices that must be mailed within three business days, all notices in batch must be mailed together at the same time and be delivered to the post office no later than 6:00PM on the same day received by contractor.
7. The contractor will deliver mailings to the USPS-BMEU. Contractor is required to account for all pieces delivered and certify the actual number of pieces mailed by providing a copy of Postal Form #3600-FCM facsimile to the postal office to show the coding accuracy of the mail processed. All daily EIS notices (Deliverable 1) will be mailed through bulk account #181 FIRST CLASS mail. The Form #3600-FCM used

for mailing will be presented by contractor to the Public Assistance courier the next business day when new notices are delivered.

8. Daily form #3600 FCM will be provided by the State to the contractor for presentation to the USPS-BMEU with EIS Fair Hearing Notice Mailing (Deliverable 1).
9. ARIES Notices (Deliverables 2 and 3) will be divided into two separate groupings – Auto and Flat Notices with varying numbers of pages per envelope. A summary page at the beginning will note number of pages, and number of envelopes in the entire daily mailing for quality control.
10. ARIES AUTO (Deliverable 2) notices will have a 3X9 barcode on the upper right side of the document of each odd-numbered page as a code to program the inserter to insert a specific number of pages into a single envelope. Each envelope will have a minimum of 3 pages and maximum of 7 pages per envelope.
11. ARIES FLAT (Deliverable 3) notices will be a grouping of notices that will have more than 7 pages per envelope. The vendor will hand-stuff each flat notice into a provided 9” X 11^{1/4}” windowed catalog envelope.

Once all notices are inserted, vendor will deliver mail pieces to the post office for mailing at the current FIRST-CLASS rate. ARIES AUTO/FLAT (Deliverables 2 and 3) notices will not qualify for bulk mail due to various numbers of pages in each mailing and these will need to be posted accordingly by the contractor.

Special Mailings:

1. Special mailings may occasionally be required; some could exceed 20,000 pieces. There are no averages on special mailings. Division and/or the contractor completes the printing.
2. These items may consist of 8.5”X11” printed flyers or various other size/weight that are different than notice jobs.
3. Contractor will be notified in advance of special mailings.
4. DPA and contractor will negotiate timeframes for processing and mailing on an individual job basis.
5. Contractor will be provided with necessary stock, client mail listing, and postage (FIRST CLASS mail or Standard through Bulk Account #181) when these mailings are necessary.
6. Some printing and tabbing may also be needed in processing.
7. No guarantee on minimums or maximums of quantity of special mailings exists, and pricing to be charged at the current contract rate.
8. Special mailings will be invoiced separately from daily notices.

SEC. 2.02 CONTRACT TERM

The length of the contract will be from the date of award, approximately October 2024, through July 31, 2026, with no renewals thereafter (approximately 22 months).

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 notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 2.03 CONTRACT TYPE

This contract is a firm fixed price contract.

SEC. 2.04 PAYMENT FOR STATE PURCHASES

No payment will be made until the contract is approved by the Commissioner of the Department of Health or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

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. An overdue 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. 2.05 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Health, Division of Public Assistance.

SEC. 2.06 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed, completed, and managed is at resultant contractor location(s).

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. 2.07 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.

SEC. 2.08 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.09 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.10 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. 2.11 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. 2.12 EQUIPMENT INSPECTION

Equipment offered (including for lease) may be subject to inspection and approval by the state prior to the award of the ITB. The equipment and attachments must be in good repair and capable of performing the work for which they were designed.

SEC. 2.13 NEW EQUIPMENT

Equipment offered in response to this ITB must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the state. The state will not accept remanufactured, used, or reconditioned equipment. It is the contractor's responsibility to ensure that each piece of equipment delivered to the state complies with this requirement. A contractor's failure to comply with this requirement will cause the state to seek remedies under breach of contract.

SEC. 2.14 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. 2.15 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. 2.16 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 and issued a written contract amendment.

SEC. 2.17 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. 2.18 BILLING INSTRUCTIONS

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

The awarded contractor will submit **monthly invoices** detailing services performed in accordance with resultant contract, Appendix C.

The invoice must:

1. Reference the contractor's name, address, and phone number
2. Reference the resultant contract number:
3. Include an invoice number
4. Reference the Department of Health, Division of Public Assistance
5. Itemize the contractual services provided during the period invoiced as described in resultant contract Appendix C

SEC. 2.19 ESTIMATED QUANTITIES

The quantities referenced in this ITB are 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. 2.20 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.).

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. 2.21 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. 2.22 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.

SECTION 3. BID FORMAT AND CONTENT

SEC. 3.01 BID FORMS

Bidders shall use the front page of this ITB, the Bid Submission Cover Sheet, 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 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. 3.02 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.

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:

<https://oppm.doa.alaska.gov/policy-oversight/policy-resources/user-guide-matrixes/>

- Alaska Military Skills Program Preference – AS 36.30.321(l)
- 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 – Attachment 1

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

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 MILITARY SKILLS PROGRAM PREFERENCE

An Alaska Military Skills Program Preference of 2%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and:

- a) Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or
- b) has an active partnership with an entity that employs an apprentice through a program described above.

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 Military Skills Program Preference Certification

In order to receive the Alaska Military Skills Program 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. 4.06 USE OF LOCAL FOREST PRODUCTS

In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state from Alaska forests shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

SEC. 4.07 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE

When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, a seven percent (7%) preference shall be applied to the price of the products harvested in Alaska, or in the case of fisheries products, the products harvested or processed within the jurisdiction of Alaska, in accordance with AS 36.15.050.

SEC. 4.08 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. The procurement officer must issue a contract amendment 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 brand 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. 4.09 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. 4.10 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. 4.11 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. 4.12 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. 4.13 METHOD OF AWARD

Award will be made to the lowest responsive and responsible bidder that meet the minimum prior experience criteria. To be considered responsive, bidders must bid on all items.

SEC. 4.14 CONTRACTOR SELECTION PROCESS

Once the contracts are established this selection process will be used. When the state needs to order the product or service, 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 example, 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. 4.15 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 sent 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 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. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, 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. 5.03 AUTHORITY

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

SEC. 5.04 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. 5.05 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. 5.06 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. 5.07 ITEM UPGRADES

The state reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

SEC. 5.08 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. 5.09 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. 5.10 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. 5.11 RIGHT OF REJECTION

Bidders must comply with all 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 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 counteroffer, 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 bidders,
- 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 is determined to be in the state's best interest.
A bid from a debarred or suspended bidder shall be rejected.

SEC. 5.12 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. 5.13 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 a bidder 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 a bidder submits with its bid as CBI, the bidder must do the following when submitting their bid: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the bidder asserts make the information CBI. If the bidder does not do these things, the information will become public after the Notice of Intent to Award is issued. If the bidder does these things, OPPM or their designee will evaluate the bidder'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 bidder an opportunity to object to the disclosure of the information.

SEC. 5.14 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. 5.15 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. 5.16 DEFAULT

In case of default by the contractor, for any reason whatsoever, the state may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

SEC. 5.17 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. 5.18 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. 5.19 CONTRACT CANCELLATION

- 1) The state reserves the right to cancel the contract at its convenience upon **NUMBER** 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.
- 2) By signature on their bid, the bidder certifies that they will not support or participate in a boycott of the State of Israel. Failure to comply with this requirement may cause the state to reject the bid as non-responsive or cancel the contract.

SEC. 5.20 GOVERNING LAW; FORUM SELECTION

A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by Section 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. 5.21 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 to meet these requirements, the procurement officer may not accept the bidder as a qualified bidder under AS 36.30.

SEC. 5.22 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. 5.23 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 bidder 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 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 Form
- 2) Bid Sheet for Goods and Services
- 3) Appendix E – Business Associate Agreement
- 4) Sample Forms in Deliverable Order