

# Invitation to Bid

Department of Health and Social Services

**NUMBER**

ITB 06 160000053 - 1

**DATE OF ISSUE**

February 11, 2016

**TITLE OF SOLICITATION:**

Printing, Shipping, & Delivery of Certificate Stock for BVS

**DEADLINE FOR RESPONSES:**

February 25, 2016

14:00:00 Alaska Time

**BID RECEIVING LOCATION**

FMS Anchorage bids

3601 C Street  
Suite 578  
Anchorage, AK 99503

**VENDOR:**

**Name:**

**Address:**

**City, State, Zip Code:**

**Phone #:**

**Email Address:**

**Contact Name:**

**Contact Email:**

**Vendor #:**

**PURPOSE OF SOLICITATION:**

This Invitation to Bid (ITB) is intended to result in the term contract to provide printing, shipping, and delivery of Certificate Stocks for the Department of Health and Social Services, Division of Public Health, Section Bureau of Vital Statistics.

**BID SUBMITTAL:** To be considered responsive, the Bidder must return and adhere to the following:

1. Pages 1-2 of this ITB with the contractor information filled in and signed;
2. Page 26 - Bid Schedule completely filled in as requested;
3. Page 28 - Federal requirements signed;
4. Product or service offered must meet the specifications as described in this ITB;
5. Return any amendments that request the amendment be signed by the bidder and returned with the bid; and
6. The terms and conditions of this bid must be accepted as written. Any changes made to the terms and conditions and/or specifications within the ITB will disqualify the bid and the bid will be declared non-responsive. 2 AAC 12.840(b) states: "A bid that is conditioned by the bidder and the condition requires a change to a material term of the solicitation is non-responsive unless conditioned bids are specifically authorized in the invitation to bid."

**THIS IS NOT AN ORDER.**

**SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY.**

Signature X \_\_\_\_\_ Date \_\_\_\_\_

**BID SCHEDULE**

Event Date	Event Description
02/19/16	Questions Due

**LINE ITEMS**

**EVALUATION CRITERIA**

Code	Criteria Description	Points	Vendor Response <i>(DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)</i>

**EVALUATION CRITERIA**

Code	Criteria Description	Points	Vendor Response (DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)
18	Cost 100%	100	
12	Minimum Req	100	

**PREFERENCES**

Does your business qualify for the Alaska bidder preference?

☐

Yes

☐

No

Does your business qualify for the Alaska veteran preference?

☐

Yes

☐

No

**Important Notice:** If you received this solicitation from the State of Alaska's "Vendor Self-Service" web site, you must register with the procurement officer to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

**PROCUREMENT OFFICER:** Rodrigo Pasion

**TELEPHONE NUMBER:** (907)269-7821

**EMAIL:** rodrigo.pasion@alaska.gov

Terms and Conditions		
No.	Name	Section
001	Invitation To Bid	1

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## **Invitation to Bid**

### **Bidder's Notice**

By signature on their response, the respondent certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. If the respondent cannot certify that all work will be performed in the United States, the respondent must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of responses. The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary. Failure to comply with this requirement or to obtain a waiver may cause the state to reject the response as non-responsive, or cancel the contract.

### **Response Submissions**

Envelopes containing responses must be sealed, marked, and addressed as shown in the example below.

**NOTE:** If you are requesting information about a solicitation do not put the solicitation number and opening date on the envelope. Envelopes with solicitation numbers annotated on the outside will be considered a response and will not be opened until the scheduled date and time.

#### **Department of Health and Social Services**

#### **Division of Finance and Management Services**

#### **Attention: Rodrigo Pasion**

#### **Invitation to Bid (ITB) Number: 160000053**

#### **Project name: Printing, shipping, and delivery of Certificate Stocks**

#### **3601 C Street, Suite 578**

#### **Anchorage, Alaska 99503**

### **Protest of Award**

A respondent may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with Alaska Statutes (AS) 36.30.560-36.30.610.

The protester must have submitted a response in order to have sufficient standing to protest the proposed award of contract. The protest must be received, in writing, by the procurement officer within ten days after the Notice of Intent to Award the contract is issued.

### **Protest of Solicitation**

An interested party may protest the contents of a solicitation for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with Alaska Statutes (AS) 36.30.560-36.30.610.

If an interested party, as defined by 2 AAC 12.990(a)(7), wishes to protest the contents 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 responses.

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

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

#### **Notice of Intent to Award**

After the responses to this solicitation have been evaluated, a bid tabulation, called a Notice of Intent to Award, will be sent to each vendor that submitted a response. The Notice of Intent to Award will list the name of each responding vendor and the price their response price. Responders identified as the apparent low responsive responder are instructed not to proceed until they receive an award document from the soliciting agency. A company or person who proceeds prior to receiving an award document does so without a contract, and at their own risk.

#### **Contract Administration**

The administration of this contract is the responsibility of Rodrigo Pasion, Procurement Officer, or designee, Department of Health and Social Services.

#### **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 liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.

#### **Termination**

The State reserves the sole right to terminate the contract in whole or in part in the event of the Contractor's failure to perform in accordance with the provisions of any resultant contract. Failure to comply with any or all of the specifications may result in immediate termination of the contract in its entirety.

#### **Contract Period**

The length of the contract will be from the date of award, with the option to renew for two (2) additional one-year terms under the same terms and conditions as the original contract. Renewals shall be exercised solely by the State.

#### **Price Adjustment**

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

#### **Estimated Quantities**

The quantities referenced in this ITB are the State's estimated requirements and may not include all items. The State does not guarantee any minimum or maximum amount of quantities to be purchased. However, the Contractor shall be required to furnish services for all quantities as required by the State.

#### **Method of Award**

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

#### **Subcontractors**

Subcontracts may be used to perform work under this contract. If a respondent intends to use

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subcontractors, the respondent must identify in the response the names of the subcontractors and the portions of the work the subcontractors will perform.

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

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

#### **Nondisclosure and Confidentiality**

Contractor agrees that all confidential information shall be used only for the 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 Information Security Policies (i) provided by the state to the contractor or a contractor agent, or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

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.

#### **Workmanship and Materials**

All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the finished item. The state

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will reject any item that does not meet the specifications of the solicitation. Rejected items will be returned to the contractor at the contractor's risk and expense.

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## **APPENDIX B1 INDEMNITY AND INSURANCE**

### **Article 1. Indemnification**

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

“Contractor” and “Contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the Contracting agency’s selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor’s work.

### **Article 2. Insurance**

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

- 2.1 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.
- 2.2 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 claim.
- 2.3 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 claim.

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## **Provisions**

### **Provision 1. Alaska Procurement Code/Authority**

The Procurement Code (AS.36.30) and its Regulations (2 AAC Chapter 12), are made a part of this document as if fully set forth herein. Note: AS.36.30 and 2 AAC 12 are available at the Division of General Services/Purchasing website <http://doa.alaska.gov/dgs/purchasing/>. Copies and information are also available from state procurement officers, legislative information offices and public libraries.

### **Provision 2. Patents and Copyrights**

A vendor will, at its expense, defend the state against any claim that any machines or programming supplied hereunder infringe a patent or copyright in the United states or Puerto Rico, and will pay all costs, damages and attorney's fees that a court finally awards as a result of such claim. To qualify for such defense and payment, the state must: (1) give the vendor prompt written notice of any such claim; and (2) allow the vendor to control, and fully cooperate with the vendor in, the defense and all related settlement negotiations. The vendor's obligation under this section is conditioned on the state's agreement that if the operation of the machines or programming becomes, or in the vendor's opinion are likely to become, the subject of such a claim, the state will permit the vendor, at its option and expense, either to procure the right for the state to continue using the machines or programming, or to replace or modify them so that they are non-infringing but still meet the state's needs as originally contracted. The vendor shall have no obligation with respect to any such claim based upon the state's modification of the machine or programming or their combination, operation or use with apparatus, data or programs not furnished by the vendor. This section states the vendor's entire obligation to the state regarding infringement.

### **Provision 3. Solicitation Review**

Respondents should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the solicitation opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of respondent's response upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the time set for opening.

### **Provision 4. Vendor Tax ID Number**

If goods or services procured through this solicitation are of a type that is required to be included on a Miscellaneous Tax statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

### **Provision 5. Right of Rejection**

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

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



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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 solicitation
- 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 when it is in the state's best interest. A response from a debarred or suspended respondent shall be rejected.

#### **Provision 6. Submission Signature**

All responses must be signed by an individual authorized to bind the respondent to the provisions of the solicitation. Responses must remain open and valid for at least 90-days from the opening date.

By signature on the solicitation, respondent certifies that:

1) the respondent has a valid Alaska business license, or will obtain one prior to award of any contract resulting from this solicitation. If the respondent possesses a valid Alaska business license, the license number must be provided with the response or one of the following forms of evidence must be submitted with the response:

- 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 and that the respondent 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; and
- all terms and conditions set out in this solicitation.

If a respondent fails to comply with (1) at the time designated in the solicitation for opening the state will disallow the Alaska Bidder Preference. If a respondent fails to comply with (2) of this paragraph, the state may reject the response, terminate the contract, or consider the contractor in default. Responses must be submitted under the name as appearing on the respondent's current Alaska business license in order to receive the Alaska Bidder Preference.

#### **Provision 7. Preparation Costs**

The state is not liable for any costs incurred by the respondent in response preparation.

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#### **Provision 8. Contract Funding**

Respondents 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.

#### **Provision 9. Contract Extension**

Unless otherwise provided in this solicitation, the state and the successful vendor/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

#### **Provision 10. Continuing Obligation of Contractor**

Notwithstanding the expiration date of a contract resulting from this solicitation, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

#### **Provision 11. Default**

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

#### **Provision 12. Disputes**

Any dispute arising out of this agreement shall be resolved under the laws of the State of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.

#### **Provision 13. Severability**

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

#### **Provision 14. Order Documents**

Except as specifically allowed under this solicitation, an ordering agency will not sign any vendor contract. The state is not bound by a responder's contract signed by a person who is not specifically authorized to sign for the state under this solicitation. 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 solicitation.

#### **Provision 15. Billing Instructions**

Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract (Award) or Delivery Order. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

#### **Provision 16. Alaska Bidder Preference**

AS 36.30.321(a), AS 36.30.990(2), & 2 AAC 12.260

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An Alaska Bidder Preference of five percent will be applied to the offered price. The preference will be given to a respondent who:

- (1) holds a current Alaska business license prior to the deadline for receipt of responses
- (2) submits a proposal for goods or services under the name appearing on the respondent's current Alaska business license
- (3) has maintained a place of business within the state staffed by the respondent, or an employee of the respondent, for a period of six months immediately preceding the date of the solicitation
- (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.

#### **Provision 17. Alaska Bidder Preference Affidavit**

In order to receive the Alaska Bidder Preference, the response must include a statement certifying that the respondent is eligible to receive the Alaska Bidder Preference.

#### **Provision 18. Alaska Product Preference**

A vendor that designates the use of an Alaska Product which meets the requirements of the solicitation specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Commerce, Community and Economic Development shall receive a preference in the response evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

#### **Provision 19. Alaska Veteran's Preference**

AS 36.30.321(f)

If a respondent qualifies for the Alaska Bidder Preference under AS 36.30.321(a) and AS 36.30.990[2] and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska Veteran's preference of five percent (5%) applied to price. The preference may not exceed \$5,000. The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed \$5,000. The bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other governments, or the general public - AS 36.30.321(i).

#### **Provision 20. 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.

#### **Provision 21. Local Agricultural and Fisheries Products Preferences**

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.

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### **Provision 22. Employment Program Preference**

If a respondent qualifies for the Alaska Bidder Preference under AS 36.30.321(a) and AS 36.30.990[2], and is offering goods or services through an employment program as defined under 36.30.990(11), they will be awarded an Employment Program Preference of fifteen percent (15%) in accordance with AS 36.30.321(b).

### **Provision 23. Alaskans with Disabilities Preference**

If a respondent qualifies for the Alaska Bidder Preference under AS 36.30.321(a) and AS 36.30.990[2], and is a qualifying entity as defined AS 36.30.321(d), they will be awarded an Alaskans with Disabilities Preference of ten percent (10%), applied to price, in accordance with AS 36.30.321(d). A respondent may not receive both an Employment Program Preference and an Alaskans with Disabilities Preference.

### **Provision 24. Preference Qualification**

In order to qualify for an Alaska Veteran's Preference, employment program preference, or Alaskans with disabilities preference, a respondent must add value by actually performing, controlling, managing, and supervising the services provided, or a respondent must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

### **Provision 25. Application of Preferences**

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran's, and Alaska Offeror Preferences are the most commonly applied preferences. 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 Department of Administration, Division of General Service's web site:  
<http://doa.alaska.gov/dgs/policy.html>

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)

Alaska Veteran's Preference - AS 36.30.321(f)

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 prior to the time designated for receipt of responses. Respondents must attach a copy of their certification letter to the response. A respondent's failure to provide this certification letter with their response will cause the state to disallow the preference.

### **Provision 26. Alaska Business License and Other Required Licenses**

Prior to the award of a contract, a respondent must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as

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the Alaska Veteran's Preference, the respondent must hold a valid Alaska business license prior to the deadline for receipt of responses. Respondents should contact the Department of Commerce, Community & Economic Development, Division of Corporations, Business, and Professional Licensing, P.O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Acceptable evidence that the respondent possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license
- (b) certification on the solicitation response that the respondent has a valid Alaska business license and has included the license number in the response
- (c) a canceled check for the Alaska business license fee
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized affidavit that the respondent has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time responses 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
- 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 to the deadline for receipt of responses all respondents must hold any other necessary applicable professional licenses required by Alaska Statute.

If the respondent is an LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the respondent is a joint venture which includes an LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

#### **Provision 27. Compliance with ADA**

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

#### **Provision 28. Brand and Model Offered**

Unless otherwise specified, when brand names and model numbers are used to specify the type and quality of the goods desired, respondents must clearly indicate the brand names and model numbers they intend to provide. The respondent's failure to identify the brand and model offered will cause the state to consider the response non-responsive and reject the response.

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### **Provision 29. Specifications**

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

### **Provision 30. 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 improves the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract

### **Provision 31. Accessories**

When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the state that the accessories are compatible. The respondent's failure to supply this evidence within the time required by the state will cause the state to consider the response non-responsive and reject the response.

### **Provision 32. 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.

### **Provision 33. Packaging**

The cost of all packaging must be included in the price response. All packaging must be new and suitable for shipment and short-term warehouse storage.

### **Provision 34. Required Manuals and Hardware**

The items purchased are to be shipped complete with the instructions and hardware required for installation. An operator's manual, maintenance manual, and a maintenance schedule must be included with each item when it is delivered. The cost of the installation hardware and the manuals is to be included in the response price of the equipment.

### **Provision 35. Equipment Inspection:**

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

### **Provision 36. Service Charges**

Regardless whether the contractor repairs equipment on-site or off-site, the state will not be liable for any charges associated with the repair of broken equipment, including, but not limited to, unhooking, disassembly, packaging, crating, repair, transportation, replacement, reassembly, or rewiring.

### **Provision 37. Service Contract Deficiencies**

Not Applicable.

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**Provision 38. Services, Completion**

The service will not be complete and the equipment will not be considered serviced, repaired, or acceptable until it performs in compliance with the manufacturer's published performance specifications.

**Provision 39. Services, Parts**

Only parts designed for the purpose they are being used, and warranted as new, may be used in the repair of state equipment

**Provision 40. Suitable Materials**

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

**Provision 41. 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.

**Provision 42. Alterations**

The contractor must obtain the written approval from the procurement officer prior to making any alterations to the specifications contained in this solicitation. The state will not pay for alterations that are not approved in advance and in writing by the procurement officer.

**Provision 43. Annotated Literature**

Respondents must annotate their product literature to identify for the state the location of the supporting information regarding each product specification set out in this solicitation. A respondent's failure to comply with this clause, within the time set by the state, will cause the state to consider the response non-responsive and reject the response.

**Provision 44. Alternate Responses**

Respondents may only submit one response for evaluation. In accordance with 2 AAC 12.830, alternate responses (responses that offer something different than what is asked for) will be rejected.

**Provision 45. Amendments to Solicitation**

If an amendment is issued, it will be provided to all who were mailed a copy of the solicitation and to those who have registered with the procurement officer receiving the solicitation from the State of Alaska Online Public Notice website, or the IRIS vendor self-service website.

**Provision 46. Amendments to Solicitation Responses**

Amendments to or withdrawals of responses will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of responses. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

**Provision 47. Assignments**

Assignment of rights, duties, or payments under a contract resulting from this solicitation are not

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permitted unless authorized in writing by the agency procurement officer per 2 AAC 12.480. Responses that are conditioned upon the state's approval of an assignment will be rejected as nonresponsive.

**Provision 48. Consolidation of Awards**

Due to the high administrative costs associated with processing purchase orders, a single low bid of \$50 or less may, at the discretion of the state, be awarded to the next low responder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "FILING A PROTEST."

**Provision 49. Contract Provisions**

By signature of this response a respondent certifies that they will comply with the mandatory provisions of the contract resulting from this solicitation. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the mandatory provisions must be set out in the solicitation response.

**Provision 50. Extension of Prices**

In case of error in the extension of prices in the response, the unit prices will govern; in a lot solicitation, the lot prices will govern. Negligence by the respondent in preparing the response confers no right for the withdrawal of the response after it has been opened.

**Provision 51. F.O.B Point**

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska. Title passes to the state for each item at F.O.B destination.

**Provision 52. Firm Unqualified and Unconditional Offer**

In order to be considered responsive, vendors must provide adequate information with their response to constitute a definite, firm, unqualified, and unconditional offer which meets all of the material terms of the solicitation. Material terms include quality, quantity, price and delivery, and any other mandatory requirements included in the solicitation. Responses must be firm and valid for at least 90 days after response opening.

**Provision 53. 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 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.

**Provision 54. Human Trafficking**

By signature on their response, the respondent certifies that the respondent 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.



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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 response as non-responsive, or cancel the contract.

**Provision 55. Informal Debriefing**

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

**Provision 56. Inspection and Modification Reimbursement for Unacceptable Deliverables**

The contractor is responsible for the completion of all the work set out in the contract. All the work is subject to inspection, evaluation, and approval by the project director (or procurement officer). The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director (or procurement officer) 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 work received) and may seek associated damages.

**Provision 57. News Releases**

News releases related to this solicitation will not be made without prior approval of the project director.

**Provision 58. Payment Discount**

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

**Provision 59. Payment for State Purchase**

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.

**Provision 60. Price Decreases**

During the period of the contract all price decreases experienced by the contractor, for, or directly related to the provision of the contract commodities, must be passed on to the state. A contractor's failure to strictly adhere to this clause, within the time required, will be considered in breach of contract. This clause would apply to a manufacturer's decrease in cost from their supplier for material necessary to provide or fabricate the contract commodities, but is not

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intended to apply to each individual discount experienced by the contractor. It would typically apply in the case of decreasing costs for computer related equipment or paper.

### **Provision 61. Prices**

Prices quoted in responses must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the goods or services can be provided without further cost. Prices quoted in responses must be exclusive of federal, state, and local taxes. If the respondent believes that certain taxes are payable by the state, the respondent may list such taxes separately, directly below the response price for the affected item. The state is exempt from Federal Excise Tax except the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal
- “Gas Guzzler” - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene

The State of Alaska is also exempt from state Motor Fuel Taxes. The appropriate exemption forms will accompany a contract(s) resulting from this ITB. The state is not exempt from the Federal Superfund Tax.

### **Provision 62. Public Notice**

Public notice has been provided in accordance with 2 AAC 12.130 and 2 AAC 12.220.

### **Provision 63. Response Inclusion**

Part or all of this solicitation and the successful response may be incorporated into the contract.

### **Provision 64. Site Visit**

Not Applicable.

### **Provision 65. Software Edition or Version**

Unless otherwise specified the software must be the latest edition or version. If, during the 90 calendar day period that the respondent must hold the solicitation price firm, a new edition or version is introduced, the state reserves the sole right to choose to buy the old version at the solicitation price; to buy the new version at the solicitation price; or, to cancel the item from the solicitation.

### **Provision 66. Supplemental Terms and Conditions**

Responses including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in the solicitation or that diminish the state's rights under any contract resulting from this solicitation will be considered null and void. The state is not responsible for identifying conflicting supplemental terms and conditions before issuing an award.

After award of the contract:

- (1) if conflict arises between a supplemental term or condition included in the response and a term or condition of the solicitation, the term or condition of the solicitation will prevail; and
- (2) if the state's rights are diminished as a result of application of a supplemental term or

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condition included in the response, the supplemental term or condition will be considered null and void.

**Provision 67. Supporting Information**

The state strongly desires that vendors submit all required technical, specification, and other supporting information with their response, so that a detailed analysis and determination can be made by the procurement officer that the product offered meets the specifications and other requirements of the solicitation. However, provided a response meets the requirements for a definite, firm, unqualified, and unconditional offer, the state reserves the right to request supplemental information from the vendor, after the responses have been opened, to ensure that the products offered completely meet the solicitation requirements. The requirement for such supplemental information will be at the reasonable discretion of the state and may include the requirement that a respondent will provide a sample product(s) so that the state can make a first-hand examination and determination.

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## **Specifications**

### **SPECIFICATIONS FOR 8 ½" X 7"**

I. **ORDERS:** Orders shall be placed directly by the state agency on a State of Alaska Delivery Order an "as needed" basis.

II. **TERMS:** The length of the contract will be from the date of the award, with the option to renew for one (1) additional one-year periods under the same terms and conditions as the original contract. Renewals to be exercised solely by the State.

III. **F.O.B.** Juneau, Alaska

IV. **DELIVERY:** Orders will be delivered forty (40) days after receipt of order.

V. **MINIMUMS:** The State agrees to order 30,000 certificates in the initial contract period at minimum and reserves the right to order up to 50,000 certificates for each period that the contract is in force, including optional renewal periods. Orders could be place up to three times per year or less. The least amount ordered at one-time would be 10,000.

VI. **RETURNS:** All goods and materials purchased shall be subject to approval by the State. Any items rejected because of non-conformity to the terms or specifications shall be returned at the successful contractors risk and expense.

### **PERFORMANCE SPECIFICATIONS**

A. **FORM SIZE:** 8 ½" X 7"

B. **PAPER STOCK:** 70 pounds offset white paper; no optical brighteners, dead paper with security watermark embedded in the paper fibers, visible when viewed from the front or back side of the document.

C. **DOCUMENT CONSTRUCTION:** "Toner grip" technology must be incorporated, or an equivalent process that would render evident any attempts to remove or lift off printing.

Intaglio steel plate printed documents must be acceptable for processing on electrostatic copying equipment and include physical properties to accept and hold the image recorded. Overall prismatic under tint to be printed with fluorescent erasure oil based with "VOID" feature to deter copier reproduction and to render evident any attempts to alter by mechanical or chemical means. "VOID" must appear through any color or black and white photocopied duplicate. Under tint shall incorporate the State outline.

D. **SECURITY PRINTING:** Intaglio Steel Plate printing on the face of the document, one color face to include a fine line lathe work border. Lathe work border will be raised so it can be identified as raised by touch, and consistent with vital records issued by the State of Alaska.

Engraved border to include latent images of the letters "V" and "R" in the upper left and right corners, in position-negative treatment, to appear only when viewed from a prescribed angle.

A line of intaglio micro of the word "VITAL RECORD" positioned under top or over bottom lathe work.

Engraved border to also include the words "CERTIFICATE OF VITAL RECORD" on the top edge of the

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border above title line. The Certification of Vital Record line must be incorporated into the intaglio steel plate without exception.

Intaglio ink shall be blue.

State title, Text of Certification and Section Code in permanent black ink.

Seal of the State Registrar and the State of Alaska shall be blind embossed. Embossed seals must be easily identified as raised/embossed through touch. Printed and embossed seals will appear at separate locations at the bottom of the form.

**E. NUMBERING:**

- a. A consecutive number shall be printed in permanent red ink on the front of the document and positioned at the lower left corner. First number to be \_\_\_\_\_; and
- b. A guaranteed list of missing numbers shall be provided to the State inside the respective carton(s).

**F. PACKING:**

1. RSC carton – 275 lbs. test, packed as follows:
  - a. Pack 2,000 documents to a carton, shrink-wrapped in packages of 500 each;
  - b. Weight of each carton shall not exceed 45 lbs.; and
  - c. Each carton shall be labeled on one side showing:
    - i. Document;
    - ii. Quantity;
    - iii. Starting and ending numbers; and
    - iv. Delivery Order number.
2. Shipping – documents shall be shipped under security conditions and clearly marked for INSIDE DELIVERY to:

Bureau of Vital Statistics  
5441 Commercial Drive  
Juneau, Alaska 99801

The vendor shall submit a separate invoice to the below address for each shipment at the time of shipment.

DHSS/FMS/Procurement Section  
P.O. Box 110650  
Juneau, Alaska 99811-0650

**G. DOCUMENT SECURITY:**

1. Documents shall be printed in the United States and stores under secure conditions in the United States;
2. All Intaglio documents, plates and materials not in process shall be secured in a locked vault; and
3. All spoilage shall be security destroyed by incinerating. Cremation Certificates shall be provided upon written request.

**H. PATENT AND COPYRIGHT INFRINGEMENT:**

1. Successful contractor shall defend, protest, and save harmless the State of Alaska, its offices, agents and employees against all suits of law or in equity and from all damages, claims or demands for actual or alleged infringement of any patent or copyright by reason of the use of the security features;
2. The successful contractor must receive final approval by the State for design, color and artwork prior to printing; and

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3. Any original artwork (flats or negatives) supplied by the State shall remain the Property of the State and shall be returned upon request.

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## **SPECIFICATIONS FOR 8 ½" X 11"**

I. **ORDERS:** Orders shall be placed directly by the state agency on a State of Alaska Delivery Order an "as needed" basis.

II. **TERMS:** The length of the contract will be from the date of the award, with the option to renew for one (1) additional one-year periods under the same terms and conditions as the original contract. Renewals to be exercised solely by the State.

III. **F.O.B.** Juneau, Alaska

IV. **DELIVERY:** Orders will be delivered forty (40) days after receipt of order.

V. **MINIMUMS:** The State agrees to order 30,000 certificates in the initial contract period at minimum and reserves the right to order up to 50,000 certificates for each period that the contract is in force, including optional renewal periods. Orders could be place up to three times per year or less. The least amount ordered at one-time would be 10,000.

VI. **RETURNS:** All goods and materials purchased shall be subject to approval by the State. Any items rejected because of non-conformity to the terms or specifications shall be returned at the successful contractors risk and expense.

## **PERFORMANCE SPECIFICATIONS**

A. **FORM SIZE:** 8 ½" X 11"

B. **PAPER STOCK:** 70 pounds offset white paper; no optical brighteners, dead paper with security watermark embedded in the paper fibers, visible when viewed from the front or back side of the document.

C. **DOCUMENT CONSTRUCTION:** "Toner grip" technology must be incorporated, or an equivalent process that would render evident any attempts to remove or lift off printing.

Intaglio steel plate printed documents must be acceptable for processing on electrostatic copying equipment and include physical properties to accept and hold the image recorded.

Overall prismatic under tint to be printed with fluorescent erasure oil based with "VOID" feature to deter copier reproduction and to render evident any attempts to alter by mechanical or chemical means. "VOID" must appear through any color or black and white photocopied duplicate. Under tint shall incorporate the State outline.

D. **SECURITY PRINTING:** Intaglio Steel Plate printing on the face of the document, one color face to include a fine line lathe work border. Lathe work border will be raised so it can be identified as raised by touch, and consistent with vital records issued by the State of Alaska.

Engraved border to include latent images of the letters "V" and "R" in the upper left and right corners, in position-negative treatment, to appear only when viewed from a prescribed angle.

A line of intaglio micro of the word "VITAL RECORD" positioned under top or over bottom lathe work.

Engraved border to also include the words "CERTIFICATE OF VITAL RECORD" on the top edge of the border above title line. The Certification of Vital Record line must be incorporated into the intaglio steel

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plate without exception.

Intaglio ink shall be blue.

State title, Text of Certification and Section Code in permanent black ink.

Seal of the State Registrar and the State of Alaska shall be blind embossed. Embossed seals must be easily identified as raised/embossed through touch. Printed and embossed seals will appear at separate locations at the bottom of the form.

**E. NUMBERING:**

- a. A consecutive number shall be printed in permanent red ink on the front of the document and positioned at the lower left corner. First number to be \_\_\_\_\_; and
- b. A guaranteed list of missing numbers shall be provided to the State inside the respective carton(s).

**F. PACKING:**

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  - a. Pack 2,000 documents to a carton, shrink-wrapped in packages of 500 each;
  - b. Weight of each carton shall not exceed 45 lbs.; and
  - c. Each carton shall be labeled on one side showing:
    - i. Document;
    - ii. Quantity;
    - iii. Starting and ending numbers; and
    - iv. Delivery Order number.
2. Shipping – documents shall be shipped under security conditions and clearly marked for INSIDE DELIVERY to:

Bureau of Vital Statistics  
5441 Commercial Drive  
Juneau, Alaska 99801

The vendor shall submit a separate invoice to the below address for each shipment at the time of shipment.

DHSS/FMS/Procurement Section  
P.O. Box 110650  
Juneau, Alaska 99811-0650

**G. DOCUMENT SECURITY:**

1. Documents shall be printed in the United States and stores under secure conditions in the United States;
2. All Intaglio documents, plates and materials not in process shall be secured in a locked vault; and
3. All spoilage shall be security destroyed by incinerating. Cremation Certificates shall be provided upon written request.

**H. PATENT AND COPYRIGHT INFRINGEMENT:**

1. Successful contractor shall defend, protest, and save harmless the State of Alaska, its offices, agents and employees against all suits of law or in equity and from all damages, claims or demands for actual or alleged infringement of any patent or copyright by reason of the use of the security features;
2. The successful contractor must receive final approval by the State for design, color and artwork prior to printing; and
3. Any original artwork (flats or negatives) supplied by the State shall remain the Property of the State and shall be returned upon request.



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## **SPECIFICATIONS FOR SECURITY FEATURES**

Vital Record Base Stock encompasses the following security features:

1. Engraved Intaglio Printing;
2. Engraved Intaglio Latent Images (“V” and “R”);
3. Engraved Micro Line unique only to Alaska;
4. Engraved “STATE OF ALASKA” and “Certification of Vital Record” Upper Border;
5. Engraved “SEAL OF ALASKA” and STATE REGISTRAR” Seal;
6. “VOID” Copy Background;
7. Prismatic Print;
8. Screened Alaska State Image in background center;
9. Erasure Sensitive Inks;
10. Sequential Control Numbering replicated by invisible prismatic two tone numbering;
11. Fluoresce under ultraviolet light;
12. Two Tone Fourdrinier Bald Eagle Security Watermark;
13. Security Fibers;
14. Optically Dead, Chemically Sensitive Security Paper;
15. Paper treated with Laser Toner Retention; and
16. Alaska State Hologram.

Alaska Hologram Definition: A non-symmetrical shaped “Alaska State” image, with inverse knockout letters defining the state that prevents cutting and removal; image is heat fused into the paper, with security holographic foil. Holographic foils reads “VALID” and is inverted at every other line.

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### **Bid Schedule**

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

<b>Unit Prices must include shipping and delivery costs</b>					
<b>Item #</b>	<b>Quantity</b>	<b>Unit</b>	<b>Description</b>	<b>Unit</b>	<b>Total</b>
<b>8 1/2" X 7" Certificate Stocks</b>					
1	10,000	Each	Certificate Stocks	\$ _____	\$ _____
2	20,000	Each	Certificate Stocks	\$ _____	\$ _____
3	30,000	Each	Certificate Stocks	\$ _____	\$ _____
<b>8 1/2" X 11 Certificate Stocks</b>					
1	10,000	Each	Certificate Stocks	\$ _____	\$ _____
2	20,000	Each	Certificate Stocks	\$ _____	\$ _____
3	30,000	Each	Certificate Stocks	\$ _____	\$ _____
<b>Total Bid Price</b> (Lines 1 – 3 for 8 1/2" X 7" and 8 1/2" X 11")					\$ _____
*Award will be made based on the lowest Total Bid Price and meeting the specifications listed on this ITB. Contractor must bid on all items.*					

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**This is for informational purposes only and will not be considered a factor in the total bid price.**

<b>Unit Prices must include shipping and delivery costs</b>					
<b>Item #</b>	<b>Quantity</b>	<b>Unit</b>	<b>Description</b>	<b>Unit</b>	<b>Total</b>
<b>8 1/2" X 7" Certificate Stocks</b>					
1	40,000	Each	Certificate Stocks	\$ _____	\$ _____
2	50,000	Each	Certificate Stocks	\$ _____	\$ _____
<b>8 1/2" X 11 Certificate Stocks</b>					
1	40,000	Each	Certificate Stocks	\$ _____	\$ _____
2	50,000	Each	Certificate Stocks	\$ _____	\$ _____

**Cost to expedite 5,000 certificates delivered within 20 days or less. This is for informational purposes only and will not be considered a factor in the total bid price.**

<b>Unit Prices must include shipping and delivery costs</b>					
<b>Item #</b>	<b>Quantity</b>	<b>Unit</b>	<b>Description</b>	<b>Unit</b>	<b>Total</b>
<b>8 1/2" X 7" Certificate Stocks</b>					
1	5,000	Each	Certificate Stocks	\$ _____	\$ _____
<b>8 1/2" X 11 Certificate Stocks</b>					
1	5,000	Each	Certificate Stocks	\$ _____	\$ _____

#### **Defective Work**

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

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

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

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### **Federal Requirements**

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the proposal (by the offeror) that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (included in this document) **must** be completed.

<https://www.epls.gov/>

**This document must be completed.**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

(1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

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Name and Title of Authorized Representative

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Signature

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Date

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### Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation

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in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.