

STATE OF ALASKA

INVITATION TO BID (ITB)



ITB TITLE: 2022 OFFICIAL ELECTION PAMPHLET AND BALLOT MEASURE PAMPHLET

ITB #2022-0001-5097

ISSUE DATE: FEBRUARY 8, 2022

TYPESETTING, LAYOUT, PRINTING, BINDING, MAILING, DELIVERY AND DISTRIBUTION OF THE 2022 BALLOT MEASURE PAMPHLET (BMP) AND THE 2022 OFFICIAL ELECTION PAMPHLET (OEP).

IMPORTANT NOTICE: If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed below in order to receive notification of subsequent amendments to the solicitation. Failure to register with the procurement officer may result in the rejection of your offer.

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

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

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

NAME Procurement Officer	_____	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [] YES [] NO
	COMPANY SUBMITTING BID	
	_____	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO
	AUTHORIZED SIGNATURE	
Phone: (907)	_____	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
TDD: (907)	PRINTED NAME	
Email:	_____	TELEPHONE NUMBER
	DATE	
_____	_____	_____
ALASKA BUSINESS LICENSE NUMBER	FEDERAL TAX ID NUMBER	E-MAIL ADDRESS

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Office of the Governor, Division of Elections, is soliciting bids for typesetting, layout, printing, binding, mailing, delivery and distribution of the 2022 Ballot Measure Pamphlet (BMP) and the 2022 Official Election Pamphlet (OEP).

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **3:00 P.M.** Alaska Time on **March 4, 2022**, at which time they will be publicly opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.03 PRIOR EXPERIENCE

No specific minimums have been set for this ITB.

SEC. 1.04 INVITATION TO BID (ITB) REVIEW

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the procurement officer at least ten days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices.

SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

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

SEC. 1.06 SITE INSPECTION

No pre-site inspection will be performed. All printing, addressing and mail preparation of the pamphlets must be performed onsite at vendor's location. It is the bidder's responsibility to perform the work in strict compliance with the true intent and meaning of the terms, conditions and specification of this ITB.

SEC. 1.07 SUBMITTING BIDS

If you are submitting a response through IRIS Vendor Self-Service (VSS), you may ignore the following return instructions.

Bidders must submit one hard copy of their bid, in writing, to the procurement officer in a sealed package. The sealed bid package must be addressed as follows:

Office of the Governor
Division of Elections
Attention: Dottie Whitehead
Invitation to Bid (ITB) Number: 2022-0001-5097
ITB Title: 2020 Official Election Pamphlet and Ballot Measure Pamphlet

It is the bidder's responsibility to contact the issuing agency at (907) 465-1182 to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 BID FORMS

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

BIDDER'S CERTIFICATION

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

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
- E. all terms and conditions set out in this ITB;
- F. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- G. that the bid will remain open and valid for at least 90 days.

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

CONFLICT OF INTEREST

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

SEC. 1.09 PRICES

The bidder shall state prices in the units of issue on this ITB. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the state, the bidder may list such taxes separately, directly below the bid price for the affected item.

SEC. 1.10 PRE-BID CONFERENCE

A pre-bid conference will not be held for this ITB.

SEC. 1.11 ASSISTANCE TO BIDDERS WITH A DISABILITY

Bidders with a disability may receive accommodation regarding the means of communicating this ITB or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of bids.

SEC. 1.12 AMENDMENTS TO BIDS

Amendments to or withdrawals of bids will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of bids. 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.

SEC. 1.13 AMENDMENTS TO THE ITB

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

SEC. 1.14 ITB SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / ITB Released		February 8, 2022
Deadline for Receipt of Bids / Bid Due Date	3:00 P.M.	March 4, 2022
Bid Evaluations Complete		March 10, 2022
Notice of Intent to Award		March 11, 2022
Contract Issued		April 1, 2022

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

SEC. 1.15 ALTERNATE BIDS

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

SEC. 1.16 SUPPORTING INFORMATION

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

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.

SEC. 1.17 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

SECTION 2. CONTRACT INFORMATION

SEC. 2.01 CONTRACT TERM

The length of the contract will be from the date of award, April 1, 2022, for approximately 6 months or until completion on October 10, 2022 with the mailing of the Official Election Pamphlet.

SEC. 2.02 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Office of the Governor, Division of Elections.

SEC. 2.03 CONTRACT FUNDING

Office of the Governor, Division of Elections, estimates a budget of between \$500,000 and \$600,000.00 for this contract.

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

SEC. 2.04 CONTRACT EXTENSION

Unless otherwise provided in this ITB, the state and the successful bidder/contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the procurement officer will provide written notice to the contractor of the intent to cancel the month-to-month extension at least thirty (30) days before the date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

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

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

SEC. 2.06 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If a bidder intends to use subcontractors, the bidder must identify in the bids the names of the subcontractors and the portions of the work the subcontractors will perform.

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

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;

- evidence that the subcontractor holds a valid Alaska business license; and
- a written statement signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

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

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

SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed, completed and managed will be at the contractor's facility. The state **WILL NOT** provide workspace for the contractor. The contractor must provide its own workspace.

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

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

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

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

SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS

The contractor shall be responsible for the general design, organization, original artwork/graphics, typesetting, camera work, screens, layout, and paste-up, printing, binding, shipping and distribution of the voter pamphlets for the Primary and General elections. All printing, addressing and mail preparation of pamphlets must be performed onsite at vendor's location, for all books under 224 pages.

The Primary Ballot Measure Pamphlet (BMP) will only be produced if there is a ballot measure on the Primary election ballot. It will not be determined until April 17, 2022, if the BMP will be produced. If a BMP must be produced, it will consist of information about the ballot measures appearing on the Primary election ballot. There is production of one (1) English pamphlet and seven (7) translated pamphlets. Each registered household in the State is sent the English pamphlet. Limited sections in the state will also receive a translated version with the language specific to the area. The precincts and required translated languages will be listed in the

Addressing and Mailing of Pamphlets (see below). The State will provide the vendor with the pages for the pamphlet, formatted as in a template (8.5" x 11") in Microsoft Word or as Adobe PDF.

The General Election Official Election Pamphlet (OEP), consists of information and photos of candidates appearing on the ballot, including judicial retention candidates, and various other election related information. There are five (5) unique English pamphlets with each one being specific to the five election regions in the State of Alaska and seven (7) translated pamphlets. Each registered household in the State is sent the English pamphlet that corresponds to the region they are in. Limited sections in the state will also receive a translated version with the language specific to the area. The precincts and required translated languages will be listed in the Addressing and Mailing of Pamphlets (see below). The State will provide the vendor with the pages for the pamphlet, formatted in a template (8.5" x 11") in Microsoft Word or as Adobe PDF. Candidate Photos will be available, in JPEG or PDF format, as outlined in tentative time schedule included in this Invitation to Bid (ITB), with final photos available on or before Tuesday, September 07, 2022. All photographs, regardless of size, must be reduced or trimmed (to show only the head and shoulders) to fill in the box space provided on the 8-1/2" x 11" originals. The box space parameters are 2-1/4" x 3" high. Photographs must be reduced or trimmed to allow a 1/10" space between the edge of the photograph and the box lines. No changes in text will be allowed. No changes in format will be allowed without prior approval of the contracting officer.

The State will provide the translated text of for both the BMP and OEP. The seven translated languages/books will be in Bristol Bay Inupiaq, General Central Yup'ik, Gwich'in, Hooper Bay Yup'ik/Chevak Cup'ik, Nunivak Cup'ig, Norton Sound Kotlik Yup'ik/Yukon Yup'ik, and Tagalog.

In addition to sending the pamphlets to the registered households, both the Primary Ballot Measure Pamphlet and the Official Election Pamphlet are sent to the Regional Election Offices and Legislative Information Offices as described in this ITB. The State will have final approval of the format, design, content, continuity, and general appearance of the final product.

ADDRESSING AND MAILING OF PAMPHLETS

Based on the quantities as described for each pamphlet in the attached specifications, the pamphlets must be addressed to each registered voter household in the State of Alaska. The same Primary pamphlet is sent to each registered voter household. The Official Election Pamphlet is sent to each registered voter household based on the region of the voter household and the appropriate regional pamphlet must be addressed to each registered voter household in the State of Alaska. The registered voter household name and address must be on the back of the pamphlet, including a nine-digit zip code. The vendor must supply the nine-digit zip code (CASS certified, U.S. Post Office approved) if any registered voter household name does not include the necessary zip code. The address must include the election district and precinct for that household. The Division shall provide the vendor with an electronic file (FTP or CD ROM) to extract the information regarding registered voter households and district/precinct coding that will be printed directly onto the pamphlet.

The vendor must hold a U.S. Postal Service bulk mail permit approved by the U.S. Postal Service for in-plant mail verification and drop shipments. The vendor must mail all pamphlets by bulk mail with the nine-digit zip code and in accordance with U.S. Postal Service specifications to guarantee the lowest automated rates possible. The vendor is responsible for ensuring that a bulk mail non-profit-permit imprint appears in the upper right-hand corner on the back cover of the pamphlet. Upon mutual agreement, the state bulk mailing permit may be used. If using the state's bulk mailing permit, pamphlets mailed to voter households must be mailed from the Anchorage International Post Office, except the pamphlets addressed with a 998 or higher zip code must be mailed from the Juneau Post Office.

The vendor must mail one English pamphlet to each registered voter household in the State of Alaska. Limited sections in the state will also receive a translated version (in addition to the English version) with the language specific to the area. The specified areas are:

Aleutians East Borough (Yup'ik – Akutan, King Cove, and Sand Point), Aleutians West Census Area (Tagalog - Unalaska), Bethel Census Area (Yup'ik - all), Dillingham Census Area (Yup'ik - all), Kenai Peninsula Borough (Yup'ik), Kodiak Island Borough (Yup'ik, Tagalog), Kusilvak Census Area (Yup'ik - all), Lake and Peninsula Borough (Yup'ik, Aleut), Nome Census Area (Yup'ik), and the Yukon-Koyukuk Census Area (Inupiaq, Gwich'in – other languages still being determined*).

** The state is currently going through the redistricting process from the 2020 census. A more detailed chart of the specific communities and their required language will be provided to the contractor after the redistricting process is complete.*

DELIVERY: By law, all election pamphlets addressed for mailing to registered voters must be mailed 22 days before each election; however, to ensure voters receive the pamphlet on time, the vendor must mail the pamphlets at least 29 days prior to the election. The Alaska Primary Election is Tuesday, August 16, 2022; the General Election is Tuesday, November 8, 2022.

Ballot Measure Pamphlet: The successful bidder will be required to mail all (English and translated) preaddressed election pamphlets to voter households on or before Monday, July 18, 2022. (The 22nd day falls on Monday, July 25, 2022)

Official Election Pamphlet: The successful bidder will be required to mail all (English and translated) preaddressed election pamphlets to voter households on or before Monday, October 10, 2022. (The 22nd day falls on Monday, October 17, 2022)

UNADDRESSED PAMPHLETS: All unaddressed pamphlets shall be delivered to each Division of Elections Office and the Legislative Information Offices in the quantities described in the attached general specifications. The unaddressed pamphlets shall be mailed in such a manner that each regional or legislative office receives the pamphlets by:

Ballot Measure Pamphlet: Monday, July 25, 2022

Official Election Pamphlet: Monday, October 17, 2022

The vendor must include the cost of delivering the pamphlets to each office in the quoted amount. Pamphlets shall be boxed in a manner that will protect the contents from damage. Each package must be clearly labeled with form and purchase order numbers, location of drop shipment, title of pamphlets, and quantity contained. A packing slip must be attached showing actual quantities delivered.

POSTAGE: The Division of Elections will provide either its mailing permit or provide payment to vendor if using vendor provided mailing permit to pay for the postage to mail the pamphlets as specified only if the contractor is choosing the most cost-effective and fastest shipping method. *The vendor is required to treat international bound OEPs separately by placing them in envelopes, paying the mailing costs, and then billing the Division to cover the cost. Again, the printer is responsible for finding the most inexpensive and fast manner of shipping in order to be reimbursed.*

TENTATIVE TIME SCHEDULE: Vendor must meet the following deadlines for both pamphlets:

BALLOT MEASURE PAMPHLET		
DATE	PAGES	MATERIALS DESCRIPTION/TASK

Monday, May 15, 2022 (to DOE for approval)	1	Proof of the cover for the pamphlet: (1) cover for the BMP.
Thursday, May 26, 2022 (DOE to printer)	3 11 9 1	Quantities for each language (x1 English; x7 translated): Voter information (<i>district listing, polling place info, and a statewide map</i>). Miscellaneous information pages (<i>voting info, voter rights, absentee voting, absentee application, RCV information, TOC, and language assistance information</i>). Specific ballot measure information pages. Sample ballot.
Wednesday, June 13, 2022 (Printer to DOE)		Vendor's deadline to give DOE proofs of all individual pages.
Monday, June 27, 2022 (DOE to printer)		Address file available to vendor.
Monday, June 27, 2022 (DOE to printer)		Final materials and/or changes delivered/locked down to vendor.
Thursday, June 30, 2022 (printer)		Vendor's deadline to have all individual pages and Table of Contents page provided to DOE in print-ready and blue-lined format, folded, stitched and trimmed to represent finished book; or optional final digital version if doing approvals off site/remote.
Tuesday, July 5, 2022 (printer)		Printing of BMP begins. DOE Staff on site for press-checks if needed. Vendor must provide adequate space for DOE staff to work on site.
Monday, July 18, 2022		Target date for vendor to mail BMP to voter households.
Monday, July 25, 2022		Deadline for unaddressed BMP copies to arrive in DOE offices and Legislative Information Offices.
Monday, July 25, 2022		Statutory deadline for BMP to be mailed to all voter households.

OFFICIAL ELECTION PAMPHLET		
DATE	PAGES	MATERIALS DESCRIPTION/TASK
Friday, July 15, 2022 (DOE to printer)	41 11 (English) 11 x 7 (translated)	(1) Statewide and (40) district maps. Quantities for each language (x1 English; x7 translated): Miscellaneous common information pages (<i>voting info, voter rights, absentee voting, absentee application, RCV information, TOC (finalized after Primary certification), and language assistance information</i>).

Monday, July 20, 2022 (to DOE for approval)	5	Proofs of covers for each pamphlet: (5) different covers for the 5 separate regions of the state.
Wednesday, August 3, 2022 (to printer)	257 (English) 26 x 7 (translated)	Quantities for each language (x1 English; x7 translated): Candidate statements (<i>narrative plus photo</i>) start to be provided to printer or earlier if available. (<i>Final determination of candidates won't be locked down until after the Primary Election is certified on om 09/2/2022.</i>)
Monday, August 8, 2022 (to printer)	1 4 1 9 33 33 5 2	Quantities for each language (x1 English; x7 translated): Alaska Public Offices Commission page. Political party pages. Absentee location pages. Ballot measure pages (<i>if applicable</i>). Judicial retention candidate statements (<i>narrative and photo</i>). Judicial council retention candidate recommendations (<i>narrative and graph</i>). Judicial candidate lists (1) per region. Judicial council evaluation summary.
Friday, August 19, 2022 (to DOE for approval)		Proofs of candidate pages/photos, misc. information pages, political party pages, absentee voting location pages.
Friday, August 19, 2022 (to DOE for approval)		Proofs of judicial retention statements, judicial recommendations, and judicial council evaluations; ballot measure pages.
Friday, September 2, 2022		Target date for DOE to certify Primary Election, final candidates determined (<i>except for recount</i>).
Friday, September 2, 2022	4	Alaska Permanent Fund pages ready.
Wednesday, September 7, 2022 (DOE to printer)	5 10 5	Quantities for each language (x1 English; x7 translated): Polling place change pages. Section divider pages (4) and filler pages (<i>if needed</i>). List of statewide and district candidates.
Wednesday, September 7, 2022 (DOE to printer)	45	Sample ballots ready and will be provided to the printer.
Thursday, September 15, 2022		Exact number of pages for each pamphlet is determined and page count spreadsheets finalized.
Thursday, September 15, 2022 (Printer to DOE)		Vendor's deadline to have all individual pages provided to OEP staff (<i>i.e. those that have been provided by this date</i>). Final review/proofing of the assembled books begins. Proofs provided in print-ready and blue-lined proof format, folded, stitched and trimmed to represent finished pamphlets. Alternatively, digital proofs can be provided if review is conducted remotely.

		The Table of Contents and page numbering may be finalized after the Primary is certified. The pages of candidates unsuccessful in the Primary will not be printed.
Monday, September 19, 2022 (DOE to printer)		Electronic address file will be available for the vendor.
Monday, September 19, 2022 (Printer)		Vendor prepares address for mailing and notifies DOE of approximate mailing cost.
Monday, September 26, 2022		Final materials lock down with printer to begin printing. This deadline is in the event of recounts or lawsuits that may cause minor adjustments. All other materials will be provided as outlined and as available. DOE staff will be on-site for press checks and initial binding of each pamphlet. Vendor must provide adequate space for DOE staff to work on site.
Monday, October 10, 2022		Target date to mail OEPs to voter households.
Monday, October 17, 2022		Deadline for unaddressed OEPs to arrive in DOE offices and Legislative Information Offices.
Monday, October 17, 2022		Statutory deadline for OEP to be mailed to all voter households.

SEC. 2.11 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 2.12 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. 2.13 ESTIMATED QUANTITIES

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

SEC. 2.14 CONTRACT PRICE ADJUSTMENTS

Contract prices will remain firm through the end of the contract October 12, 2022.

SEC. 2.15 INFORMAL DEBRIEFING

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

SEC. 2.16 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. 2.17 INSURANCE

Without limiting the contractor's indemnification, it is agreed that the contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the procurement officer prior to contract approval and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

Proof of insurance is required for the following:

- Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.
- Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

SEC. 2.18 MANDATORY REPORTING

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

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

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

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

SECTION 3. CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 BILLING INSTRUCTIONS

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

1. Invoice number, invoice date, due date and purchase order number.
2. Number of copies printed, page counts, quantity produces and delivered by region.
3. Additions or deductions of page quantity costs.
4. Foreign Country Mailing Postage Expense.
5. Postage Reconciliation

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

SEC. 3.02 PAYMENT FOR STATE PURCHASES

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

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

SEC. 3.03 PROMPT PAYMENT FOR STATE PURCHASES

The state is eligible to receive a **5%** discount for all invoices paid within **15** business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

SEC. 3.04 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

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

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

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

SEC. 4.02 APPLICATION OF PREFERENCES

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

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

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

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

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

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

If the bidder is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement 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.

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 Statement

In order to receive the Alaska Veteran Preference, the bid must include a statement certifying that the bidder is eligible to receive the Alaska Veteran Preference.

SEC. 4.05 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. 4.06 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. 4.07 ALASKA PRODUCT PREFERENCE

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

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

Products are classified in one of three categories:

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

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

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

Brand Offered

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

Brand of Product Changes

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

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

SEC. 4.08 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. 4.09 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. 4.10 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. 4.11 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. 4.12 METHOD OF AWARD

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

SEC. 4.13 CONTRACTOR SELECTION PROCESS

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

SEC. 4.14 NOTICE OF INTENT TO AWARD

After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the procurement officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the procurement officer does so without a contract and at their own risk.

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license prior to the deadline for receipt of bids. Bidders should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

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

You are not required to hold a valid Alaska business license at the time bids are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

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

SEC. 5.02 AUTHORITY

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

SEC. 5.03 COMPLIANCE

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

SEC. 5.04 SUITABLE MATERIALS, ETC.

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

SEC. 5.05 SPECIFICATIONS

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

SEC. 5.06 CONTRACTOR SITE INSPECTION

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

SEC. 5.07 ORDER DOCUMENTS

Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The state is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the state under this ITB. Unless otherwise specified in this ITB, the State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

SEC. 5.08 HUMAN TRAFFICKING

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

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

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

SEC. 5.09 RIGHT OF REJECTION

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

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

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;

- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

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

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

SEC. 5.10 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 5.11 DISCLOSURE OF BID CONTENTS

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

Trade secrets and other proprietary data contained in bids may be held confidential if the bidder requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The bidder's request must be included with the bid, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

SEC. 5.12 ASSIGNMENTS

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

SEC. 5.13 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party.

For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

SEC. 5.14 DEFAULT

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

SEC. 5.15 DISPUTES

If the contractor has a claim arising in connection with the contract that it cannot resolve with the state by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632.

SEC. 5.16 SEVERABILITY

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

SEC. 5.17 CONTRACT CANCELLATION

The state reserves the right to cancel the contract at its convenience upon 30 calendar days written notice to the contractor. The state is only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.

SEC. 5.18 GOVERNING LAW; FORUM SELECTION

A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by Section 5.15 of this ITB, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 5.19 SOLICITATION ADVERTISING

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

SEC. 5.20 QUALIFIED BIDDERS

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

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

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

SEC. 5.21 FEDERALLY IMPOSED TARRIFFS

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

- **Notification of Changes:** The Contractor must promptly notify the Procurement Officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the Procurement Officer.
- **After-imposed or Increased Taxes and Duties:** Any Federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
 - b) The contractor warrants, in writing, that no amount of the newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in Federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Procurement Officer.
- **State's Ability to Make Changes:** The State reserves the right to request verification of Federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SEC. 5.22 PROTEST

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

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

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

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

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

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

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;

- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

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

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

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

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) General Specifications – Ballot Measure Pamphlet (BMP)
- 2) General Specifications – Official Election Pamphlet (OEP)
- 3) Mailing Addresses Chart for Unaddressed Office Copies
- 4) Bid Schedule – Ballot Measure Pamphlet - English
- 5) Bid Schedule – Ballot Measure Pamphlet – English/Tagalog/Spanish
- 6) Bid Schedule – Official Election Pamphlet (OEP)
- 7) Recycled Production Preference

GENERAL SPECIFICATIONS - BALLOT MEASURE PAMPHLET (BMP)

- SIZE:** 8-1/2" x 11" (+ or – 1.5"), trimmed
- STOCK:** Regular newsprint, 28# standard
- INK:** CMYK built colored band on top and bottom of cover; colored graphic in the middle of cover and black for inside text pages and back cover.
- COVER:** There will be a full colored graphic on the front cover. Vendor will design each cover to ensure the best quality and will submit cover designs to Division of Elections for approval.
- PAGES:** The originals will be formatted using Word and sent to the vendor for printing. The finished pamphlets in each language will have approximately 24 pages, including covers.
- BINDING:** Saddle stitch, 3 staple or vendor's recommended binding.
- COST BLOCK:** Each election pamphlet must contain a cost block that indicates the location of the vendor (city, state) and the cost of printing per pamphlet as required by Alaska Statute 44.99.210. Wording for the cost block will be provided by the Division of Elections.

PAMPHLET CONTENTS:

The pamphlet will contain information about ballot measures appearing on the 2022 Primary Election ballot. There will be one English pamphlet sent to each registered voter household in the State of Alaska. Limited sections in the state will also receive a translated version with the language specific to the area. There are seven translated pamphlets that will need to be produced. The seven translated languages/books will be in Bristol Bay Yup'ik, General Central Yup'ik, Gwich'in, Hooper Bay Yup'ik/Chevak Cup'ik, Nunivak Cup'ig, Norton Sound Kotlik Yup'ik/Yukon Yup'ik, and Tagalog. The state will provide the required translated text for the BMP. The translated pamphlets will be sent to limited areas within Region I, III, and IV. The state will provide the required translated precincts within each region after the redistricting process is complete.

The cover will be designed by the vendor and will include a colored graphic plus an additional color may be used as a single band on top and bottom. The Division must approve the design for layout. The front and back covers have printing on both sides. The inside text pages are double sided and in black ink only.

LOCATION & QUANTITIES	QTY: ENGLISH	QTY: TRANSLATED VERSIONS
Mailed to Voter Households	375000	<i>Bristol Bay Yup'ik (BBY)</i> 3403

(approximate household quantities)		General Central Yup'ik (GCY)	9766
		Gwich'in (GWI)	2601
		Hooper Bay Yup'ik / Chevak Cup'ik (HBY/CC)	685
		Norton Sound Kotlik Yup'ik / Yukon Yup'ik (NSKY/YY)	2424
		Nunivak Cup'ig (NC)	85
		Tagalog (TAG)	6302
Unaddressed / Bulk ship F.O.B.			
RI Juneau Office	20	Tagalog TAG (5)	
RII Anchorage Office	30	0	
RIII Fairbanks Office	25	Gwich'in GWI (5)	
RIV Nome Office	15	Bristol Bay Yup'ik BBY (5) General Central Yup'ik GCY (5) Hooper Bay Yup'ik / Chevak Cup'ik HBY/CC (5) Norton Sound Kotlik Yup'ik/ Yukon Yup'ik NSKY/YY (5) Nunivak Cup'ig NC (5) Tagalog TAG (5)	
RV Matanuska-Susitna Office	15	0	
Absentee & Petition Office	5	0	
Language Assistance Office	0	5 of each language (35)	
Director's Office	15	5 of each language (35)	
Legislative Information Offices	5 per LIO office (55)*	Fairbanks LIO** receives: Gwich'in GWI (5) Kodiak LIO*** receives: Tagalog TAG (5) Nome LIO**** receives: Bristol Bay Yup'ik BBY (5) General Central Yup'ik GCY (5) Hooper Bay Yup'ik / Chevak Cup'ik HBY/CC (5) Norton Sound Kotlik Yup'ik/ Yukon Yup'ik NSKY/YY (5) Nunivak Cup'ig NC (5) Tagalog TAG (5)	
Estimated Quantity To Be Printed	375180	25416	

Reference the Mailing Addresses Chart in section 7.01 for the address for where to send the unaddressed/bulk copies.

* Each Legislative Information Office is to be sent 5 copies of each English pamphlet.

** The Fairbanks LIO will need to receive 5 copies of the Gwich'in (GWI Book) translated pamphlet.

*** The Kodiak LIO will need to receive 5 copies of the Tagalog (TAG Book) translated pamphlet.

**** The Nome LIO Office will need to receive 5 copies each of the six translated languages:

- Bristol Bay Yup'ik (BBY Book)
- General Central Yup'ik (GCY Book)
- Hooper Bay Yup'ik / Chevak Cup'ik (HBY/CC Book)
- Norton Sound Kotlik Yup'ik/ Yukon Yup'ik (NSKY/YY Book)
- Nunivak Cup'ig (NC Book)
- Tagalog (TAG Book)

GENERAL SPECIFICATIONS - OFFICIAL ELECTION PAMPHLET (OEP)

- SIZE:** 8-1/2" x 11" (+ or – 1.5"), trimmed
- STOCK:** Regular newsprint, 28# standard
- COVER:** The 32# Hi-brite cover pages may be ran as 8 pages with 4 pages being printed inside the booklets. The Division shall determine where the 4 inside pages are placed. Vendor will use a minimum of 70 brightness. The covers will be designed by both the vendor and Division of Elections and will include a colored graphic for each cover plus an additional color for each book may be used as a single band on top and bottom. CMYK built color will be used for the covers.
- INK:** Covers shall be printed with full color reproductions on front cover and a one-color band wrapping around to back cover. Each of the five English election pamphlets (five regional pamphlets) shall have a different color band. The seven translated pamphlets will have the same color scheme and graphic relating to the English regional covers.
- All interior pages, including pictures and text, shall be printed in black ink.
- PAGES:** Vendor is responsible for pre-press work, including general design, typesetting, organization, original artwork, graphics, camera work, screens, lay-out and paste up. The state will provide candidate biographies in Microsoft Word for PC files. The state will provide other pages in Microsoft Word for PC files or in PDF format. Biographies and other pages can be sent via FTP as stuffed or zipped files and in one format if desired in Microsoft Word. Sample ballots and maps will be camera ready. The State will have final approval of format, design, content, continuity, and general appearance. Pamphlets printed head-to-head. Material includes half-tones.
- BINDING:** Saddle stitch, 3 staple or vendor's recommended binding.
- COST BLOCK:** Each election pamphlet must contain a cost block that indicates the location of the vendor (city, state) and the cost of printing per pamphlet as required by Alaska Statute 44.99.210. Wording for the cost block will be provided by the Division of Elections.

PAMPHLET CONTENTS:

There will be five different English pamphlets, one for each of the five election regions in the state. Voters in House District 1-6 will be sent a Region I book; voters in House District 7-21 will be sent the Region II book; voters in House Districts 31-36 will be sent the Region III book; voters in House Districts 37-40 will be sent the Region IV book; and voters in House Districts 22-30 will be sent the Region V book. There is an estimated 39 common pages in each pamphlet.

There will also be seven different translated pamphlets in the following languages: Bristol Bay Yup'ik, General Central Yup'ik, Gwich'in, Hooper Bay Yup'ik/Chevak Cup'ik, Nunivak Cup'ig, Norton Sound Kotlik Yup'ik/Yukon Yup'ik, and Tagalog. The content in the translated pamphlets will be tailored to the select areas that the state is required to provide language assistance. The translated pamphlets will be sent to limited areas within Region I, III, and IV. The state will provide the required translated precincts within each region after the redistricting process is complete.

NOTE: The number of pages in each pamphlet is only an estimate. The exact number of pages for each pamphlet will not be known until the Tuesday, September 15, 2022 final deadline for submission of information to the vendor. Additionally, recounts and/or legal proceedings could require last minute inclusion or exclusion of

material. Attempts will be made, if possible, by the Official Election Pamphlet staff to anticipate potential changes in advance and supply the appropriate number of filler pages.

ENGLISH OEP PAMPHLET DATA

ENGLISH PAMPHLET CONTENTS & PAGE ESTIMATES (By Region)	REGION I	REGION II	REGION III	REGION IV	REGION V
House Districts	1 - 6	7 - 21	31 - 36	37-40	22-30
Senate Districts	A, B, C, O, Q	D, E, F, G, H, I, J, K, M	A, C, E, P, Q, R	S	K, L, M, N, O, S
Judicial Districts	1, 3	3	3, 4	2, 3, 4	3
Est. number of pages (layout*)	175	239	175	159	199
Est. number of pages (printed*)	160	224	160	144	184
<i>18 of the candidate and judicial layout pages will be the same in each pamphlet because they are statewide candidates</i>					
<i>* The number of pages requiring layout and those printed in pamphlet are different because the layout numbers include all candidates in the Primary Election and the final pamphlet will contain only those candidates who will appear on the General Ballot.</i>					

ENGLISH PAMPHLET HALF TONE ESTIMATES (5" X 7")	REGION I	REGION II	REGION III	REGION IV	REGION V
Candidate Photos					
Layout Pages	55	85	55	47	87
Printed Pages	52	108	52	36	72
Judicial Photos					
Layout Pages	28	23	28	28	28
Printed Pages	28	23	28	28	28
<i>18 of the printed candidate and judicial photos will be the same in each pamphlet.</i>					
<i>Additional photographs/reproductions: each pamphlet may contain 5 additional black & white half-tone reproductions.</i>					

ENGLISH HOUSEHOLD ESTIMATES LOCATIONS & QUANTITIES	REGION I	REGION II	REGION III	REGION IV	REGION V
Mailed to Voter Households (approximate household quantities)	67000	130000	61000	31000	86000
Unaddressed / Bulk ship F.O.B.					
RI Juneau Office	25	5	5	5	5
RII Anchorage Office	5	50	5	5	20
RIII Fairbanks Office	5	5	30	5	5
RIV Nome Office	5	5	5	25	5
RV Matanuska-Susitna Office	5	20	5	5	30
Absentee & Petition Office	5	5	5	5	5
Language Assistance Office	0	0	0	0	0
Director's Office	15	5	5	5	5

Legislative Information Offices (5 copies per office / 11 offices)	55	55	55	55	55
Estimated <u>English</u> Quantities:	67115	130145	61110	31105	86125
Statewide English Estimate:	375600				

Reference the Mailing Addresses Chart in section 7.01 for the address for where to send the unaddressed/bulk copies.

* Each Legislative Information Office is to be sent 5 copies of each English pamphlet.

TRANSLATED OEP PAMPHLET DATA

TRANSLATED PAMPHLET CONTENTS & PAGE ESTIMATES (By Region)	BBY (Book 6)	GCI (Book 7)	GWI (Book 8)	HBV/CC (Book 9)	NSKY/YY (Book 10)	NC (Book 11)	TAGALOG (Book 12)
House Districts	37	37, 38, 39	36, 37, 39, 40	39	38, 39	38	5, 37, 38, 39
Senate Districts	S	S	R, S	-	S	S	C, S
Judicial Districts	3	2, 4	2, 4	4	2, 4	4	2, 3, 4
Est. number of pages (layout*)	127	103	119	87	103	95	159
Est. number of pages (printed*)	112	88	104	72	88	80	144
18 of the candidate and judicial layout pages will be the same in each pamphlet because they are statewide candidates							
* The number of pages requiring layout and those printed in pamphlet are different because the layout numbers include all candidates in the Primary Election and the final pamphlet will contain only those candidates who will appear on the General Ballot.							

TRANSLATED PAMPHLET HALF TONE ESTIMATES (5" X 7")	BBY (Book 6)	GCI (Book 7)	GWI (Book 8)	HBV/CC (Book 9)	NSKY/YY (Book 10)	NC (Book 11)	TAGALOG (Book 12)
Candidate Photos							
Layout Pages	39	47	55	35	43	39	55
Printed Pages	24	32	40	20	28	24	40
Candidate Photos							
Layout Pages	23	7	7	7	7	7	28
Printed Pages	23	7	7	7	7	7	28
18 of the printed candidate and judicial photos will be the same in each pamphlet.							
Additional photographs/reproductions: each pamphlet may contain 5 additional black & white half-tone reproductions.							

TRANSLATED HOUSEHOLD ESTIMATES LOCATIONS & QUANTITIES	BBY (Book 6)	GCI (Book 7)	GWI (Book 8)	HBV/CC (Book 9)	NSKY/YY (Book 10)	NC (Book 11)	TAGALOG (Book 12)
Mailed to Voter Households (approximate household quantities)	3403	9766	2601	685	2424	85	6302
Unaddressed / Bulk ship F.O.B. RI Juneau Office							5

RII Anchorage Office			5				
RIII Fairbanks Office							
RIV Nome Office	5	5		5	5	5	5
RV Matanuska-Susitna Office							
Absentee & Petition Office							
Language Assistance Office	5	5	5	5	5	5	5
Director's Office							
Legislative Information Offices	5	5	5	5	5	5	10
Estimated <u>Translated</u> Quantities To Be Printed:	3418	9781	2616	700	2439	100	6327
Statewide Translated Estimate:	25381						

Translated Languages Key	Abbv.	OEP Book
Bristol Bay Yup'ik	BBY	6
Chevak Cup'ik	CC	9
General Central Yup'ik	GCY	7
Gwich'in	GWl	8
Hooper Bay Yup'ik	HBV	9
NSKY – Norton Sound Kotlik Yup'ik	NSKY	10
NC – Nunivak Cup'ig	NC	11
TAG - Tagalog	TAG	12
YY – Yukon Yup'ik	YY	10

Reference the Mailing Addresses Chart in section 7.01 for the address for where to send the unaddressed/bulk copies.

** The Fairbanks LIO will need to receive 5 copies of the Gwich'in (GWl - Book 8) translated pamphlet.

The Kodiak LIO will need to receive 5 copies of the Tagalog (TAG – Book 12) translated pamphlet.

The Nome LIO Office will need to receive 5 copies each of the six translated languages:

- Bristol Bay Yup'ik (BBY – Book 6)
- General Central Yup'ik (GCY – Book 7)
- Hooper Bay Yup'ik / Chevak Cup'ik (HBV/CC – Book 9)
- Norton Sound Kotlik Yup'ik/ Yukon Yup'ik (NSKY/YY – Book 10)
- Nunivak Cup'ig (NC – Book 11)
- Tagalog (TAG – Book 12)

MAILING ADDRESSES CHART FOR UNADDRESSED OFFICE COPIES

Below are the addresses and locations for the Director's office, the five Regional Offices, Absentee & Petition Office, Language Assistance office, and the Legislative Information Offices (LIO). Each office will receive the noted quantities in the BMP or OEP general specifications.

ELECTIONS OFFICES	
Director's Office 240 Main Street Court Plaza Building, Suite 400 Juneau, AK 99801	Region I Elections Office 9109 Mendenhall Mall Road, Suite 3 Juneau, AK 99801
Region II Elections Office 2525 Gambell Street, Suite 100 Anchorage, AK 99503	Region III Elections Office 675 7th Avenue, Suite H-3 Fairbanks, AK 99701
Region IV Elections Office Sitnasuak Office Building 214 Front Street, Suite 130 Nome, AK 99762	Region V Elections Office North Fork Professional Building 1700 E. Bogard Road, Suite B102 Wasilla, AK 99654
Absentee and Petition Office 2525 Gambell Street, Suite 105 Anchorage, AK 99503	Language Assistance Office 2525 Gambell Street, Suite 100 Anchorage, AK 99503

LEGISLATIVE INFORMATION OFFICE (LIO)*	
Anchorage Legislative Information Office 1500 W. Benson Blvd. Anchorage, AK 99503	Bethel Legislative Information Office PO Box 886 Bethel, AK 99559
Fairbanks Legislative Information Office** 1292 Sadler Way, Suite 308 Fairbanks, AK 99701	Juneau Legislative Information Office 120 4 th Street, Room 3 Juneau, AK 99801
Kenai Peninsula Legislation Information Office 145 Main Street Loop, Suite 217 Kenai, AK 99611	Ketchikan Legislative Information Office 1900 First Avenue, Suite 310 Ketchikan, AK 99901
Kodiak Legislative Information Office*** 305 Center Avenue, Suite 1 Kodiak, AK 99615	Mat-Su Legislative Information Office 600 E. Railroad Avenue Wasilla, AK 99654
Nome Legislative Information Office**** PO Box 1630 Nome, AK 99762	Seward Legislative Information Office PO Box 1769 Seward, AK 99664
Sitka Legislative Information Office 201 Katlian Street, Suite 103 Sitka, AK 99835	

**Each LIO is to be sent 5 copies of each English pamphlet (BMP Book 1; OEP Books 1-5).*

***The Fairbanks LIO will also need to receive 5 copies of the Gwich'in (GWI BMP Book 3; OEP Book 8) translated pamphlet.*

****The Kodiak LIO will also need to receive 5 copies of the Tagalog (TAG – BMP Book 8; OEP Book 12) translated pamphlet.*

*****The Nome LIO Office will also need to receive 5 copies each of the six translated languages:*

- *Bristol Bay Yup'ik (BBY–BMP Book 2; OEP Book 6)*
- *General Central Yup'ik (GCY – BMP Book 3; OEP Book 7)*
- *Hooper Bay Yup'ik / Chevak Cup'ik (HBY/CC – BMP Book 5; OEP Book 9)*
- *Norton Sound Kotlik Yup'ik/ Yukon Yup'ik (NSKY/YY – BMP Book 6; OEP Book 10)*
- *Nunivak Cup'ig (NC – BMP Book 7; OEP Book 11)*
- *Tagalog (TAG – BMP Book 8; OEP Book 12)*

BID SCHEDULE – BALLOT MEASURE PAMPHLET

Item Number	Estimated Quantity	Unit	Description	Unit Price	Extended Price
1. (English)	375,180	EA	Print & deliver the Ballot Measures Pamphlet #1, approx. 55 pages plus cover Add for each additional 8 pages over 56 pages: _____ Deduct for each 8 pages under 56 pages: _____ Additional price to print each 500 booklets over 375,180: \$_____/500 Reduction in price to print each 500 fewer booklets under 375,180: \$_____/500 Price to print same PMS color as cover on one signature: \$_____ Size of signature page for color: _____	\$_____	\$_____

I certify that the product offered is entitled to a Class I @ 3% Class II @ 5% Class III @ 7%
 Alaska Products Preference in accordance with 3 AAC 92. YES NO

Paper Mill and Brand Name: _____

BID SCHEDULE – BALLOT MEASURE PAMPHLET

Item Number	Estimated Quantity	Unit	Description	Unit Price	Extended Price
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2. (Translated)	25,416	EA	Print & deliver the Ballot Measures Pamphlet #2, approx. 157 pages plus cover	\$ _____	\$ _____
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Add for each additional 8 pages
over 160 pages: _____

Deduct for each 8 pages
under 160 pages: _____

Additional price to print each 500
booklets over 25,416: \$ _____/500

Reduction in price to print each 500
fewer booklets under 25,416: \$ _____/500

Price to print same PMS color
as cover on one signature: \$ _____

Size of signature
page for color: _____

I certify that the product offered is entitled to a Class I @ 3% Class II @ 5% Class III @ 7%
Alaska Products Preference in accordance with 3 AAC 92. YES NO

Paper Mill and Brand Name: _____

BID SCHEDULE – OFFICIAL ELECTION PAMPHLET (OEP)

Item Number	Estimated Quantity	Unit	Description	Unit Price	Extended Price
1.	67,115	EA	Print & deliver the Official Election Pamphlet #1 (Region 1), approx. 160 pages plus cover Add for each additional 8 pages over 160 pages: _____ Deduct for each 8 pages under 160 pages: _____ Additional price to print each 500 booklets over 67,115: \$_____/500 Reduction in price to print each 500 fewer booklets under 67,115: \$_____/500 Price to print same PMS color as cover on one signature: \$ _____ Size of signature page for color: _____	\$_____	\$_____

I certify that the product offered is entitled to a Class I @ 3% Class II @ 5% Class III @ 7%
 Alaska Products Preference in accordance with 3 AAC 92. YES NO

Paper Mill and Brand Name: _____

BID SCHEDULE OEP CONTINUED

Item Number	Estimated Quantity	Unit	Description	Unit Price	Extended Price
2.	130,145	EA	Print & deliver the Official Election Pamphlet #2 (Region 2), approx. 215 pages plus cover Add for each additional 8 pages over 224 pages: _____ Deduct for each 8 pages under 224 pages: _____ Additional price to print each 500 booklets over 130,145: \$_____/500 Reduction in price to print each 500 fewer booklets under 130,145: \$_____/500 Price to print same PMS color as cover on one signature: \$_____ Bidder shall indicate size of signature page for color: _____	\$_____	\$_____

I certify that the product offered is entitled to a Class I @ 3% Class II @ 5% Class III @ 7%
Alaska Products Preference in accordance with 3 AAC 92. YES NO

Paper Mill and Brand Name: _____

BID SCHEDULE OEP CONTINUED

Item Number	Estimated Quantity	Unit	Description	Unit Price	Extended Price
3.	61,110	EA	Print & deliver the Official Election Pamphlet #3 (Region 3), approx. 166 pages plus cover Add for each additional 8 pages over 160 pages: _____ Deduct for each 8 pages under 160 pages: _____ Additional price to print each 500 booklets over 61,110: \$_____/500 Reduction in price to print each 500 fewer booklets under 61,110: \$_____/500 Price to print same PMS color as cover on one signature: \$_____ Bidder shall indicate size of signature page for color: _____	\$_____	\$_____

I certify that the product offered is entitled to a Class I @ 3% Class II @ 5% Class III @ 7%
Alaska Products Preference in accordance with 3 AAC 92. YES NO

Paper Mill and Brand Name: _____

BID SCHEDULE OEP CONTINUED

Item Number	Estimated Quantity	Unit	Description	Unit Price	Extended Price
4.	31,105	EA	Print & deliver the Official Election Pamphlet #4 (Region 4), approx. 157 pages plus cover Add for each additional 8 pages over 144 pages: _____ Deduct for each 8 pages under 144 pages: _____ Additional price to print each 500 booklets over 31,105: \$_____/500 Reduction in price to print each 500 fewer booklets under 31,105: \$_____/500 Price to print same PMS color as cover on one signature: \$ _____ Bidder shall indicate size of signature page for color: _____	\$_____	\$_____

I certify that the product offered is entitled to a Class I @ 3% Class II @ 5% Class III @ 7%
Alaska Products Preference in accordance with 3 AAC 92. YES NO

Paper Mill and Brand Name: _____

BID SCHEDULE OEP CONTINUED

Item Number	Estimated Quantity	Unit	Description	Unit Price	Extended Price
5.	25,381	EA	Print & deliver the Official Election Pamphlet #5 (Translated Multiple Languages), approx. 370 pages plus cover Add for each additional 8 pages over 688 pages: _____ Deduct for each 8 pages under 688 pages: _____ Additional price to print each 500 booklets over 25,381: \$_____/500 Reduction in price to print each 500 fewer booklets under 25,381: \$_____/500 Price to print same PMS color as cover on one signature: \$ _____ Bidder shall indicate size of signature page for color: _____	\$_____	\$_____

I certify that the product offered is entitled to a Class I @ 3% Class II @ 5% Class III @ 7%
 Alaska Products Preference in accordance with 3 AAC 92. YES NO

Paper Mill and Brand Name: _____

BID SCHEDULE OEP CONTINUED

Item Number	Estimated Quantity	Unit	Description	Unit Price	Extended Price
6.	86,125	EA	Print & deliver the Official Election Pamphlet #5 (Region 5), approx. 157 pages plus cover Add for each additional 8 pages over 184 pages: _____ Deduct for each 8 pages under 184 pages: _____ Additional price to print each 500 booklets over 86,125: \$_____/500 Reduction in price to print each 500 fewer booklets under 86,125: \$_____/500 Price to print same PMS color as cover on one signature: \$ _____ Bidder shall indicate size of signature page for color: _____	\$_____	\$_____

I certify that the product offered is entitled to a Class I @ 3% Class II @ 5% Class III @ 7%
Alaska Products Preference in accordance with 3 AAC 92. YES NO

Paper Mill and Brand Name: _____

RECYCLED PRODUCTION PREFERENCE

RECYCLED PAPER PRODUCT: YES [] NO []

TOTAL COST OF PAPER: \$_____

MILL AND BRAND NAME: _____

BIDDERS SHOULD INDICATE THE FOLLOWING INFORMATION FOR **ALL** SUBCONTRACTORS. ADDITIONAL SHEETS MAY BE USED IF NECESSARY.

NAME:
PHYSICAL LOCATION/ADDRESS:
TELEPHONE NUMBER:
ALASKA BUSINESS LICENSE NO:

NAME:
PHYSICAL LOCATION/ADDRESS:
TELEPHONE NUMBER:
ALASKA BUSINESS LICENSE NO:

NAME:
PHYSICAL LOCATION/ADDRESS:
TELEPHONE NUMBER:
ALASKA BUSINESS LICENSE NO:

NAME:
PHYSICAL LOCATION/ADDRESS:
TELEPHONE NUMBER:
ALASKA BUSINESS LICENSE NO: