

**STATE OF ALASKA  
Department of Commerce, Community and  
Economic Development  
Alaska Energy Authority  
813 W. Northern Lights Blvd  
Anchorage, AK 99503**

**RFP 2014-0800-2094  
AUGUST 12, 2013**

**REQUEST FOR PROPOSALS**

**PUBLIC RELATIONS SERVICES  
AND RESOURCES**

Offerors are not required to return this form.

**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 in this document to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

**Jay V. Drewry  
Procurement Officer  
Alaska Energy Authority  
Ph: 907-771-3951  
Email: [jdrewry@aidea.org](mailto:jdrewry@aidea.org)**

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## SECTION ONE INTRODUCTION AND INSTRUCTIONS

### 1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Offerors must submit **four** hard copies of their proposal, **and one electronic copy in PDF or MS Word format on a CD or USB drive** to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified on the outside of the envelope(s) as cost proposal listing the RFP title, number and offeror's information. The sealed proposal package(s) must be addressed as follows:

**Alaska Energy Authority**  
Attention: **Jay Drewry**  
Request for Proposal (RFP) Number: **2014-0800-2094**  
Project name: **Public Relations Services**  
**813 W. Northern Lights Blvd**  
**Anchorage, AK, 99503**

If using U.S. mail, please use the following address: Alaska Energy Authority, 813 W. Northern Lights Blvd, Anchorage, AK 99503

If using a delivery service, please use the following address: Alaska Energy Authority, 813 W. Northern Lights Blvd, Anchorage, AK 99503

Proposals must be received no later than 3:00 P.M., Alaska Time on **August 28, 2013**. Faxed or emailed proposals are not acceptable. Oral proposals are not acceptable.

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

All questions concerning this RFP must be directed to the Procurement Officer.

PROCUREMENT OFFICER: **Jay Drewry** – PHONE **907-771-3951** - FAX **907-771-3044** – Email: [jdrewry@aidea.org](mailto:jdrewry@aidea.org)

The State of Alaska provides one Request for Proposal (RFP).

## 1.02 Contract Term and Work Schedule

The contract term and work schedule set out herein represents the State of Alaska's best estimate of the schedule. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be from the date of award, approximately September 19, 2013, for two years with four additional one-year renewal options.

Unless otherwise provided in this RFP, the State and the successful offeror/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 30-days before the desired date of cancellation.

The approximate contract schedule is as follows:

- Issue RFP **August 12, 2013,**
- Deadline for Receipt of Proposals **August 28, 2013,**
- Proposal Evaluation Committee complete evaluation by **September 6, 2013,**
- AEA issues Notice of Intent to Award a Contract **September 9, 2013,**
- AEA issues contract **September 19, 2013,**
- Contract start **September 20, 2013,**

## 1.03 Purpose of the RFP

The **Alaska Energy Authority**, is soliciting proposals for a full range of public relations services and resources to assist the Authority in its public involvement processes.

The Authority anticipates contracting with a firm who has the ability to provide all the services requested in this RFP.

The firm selected will be required to have the ability to assist the Authority with media relations, publication development and design, presentations and special event planning, website strategy, and assistance with public involvement planning.

## 1.04 Budget

The budget for public relations and related services is estimated at a range of \$5,000 to \$70,000 annually subject to appropriation of funding.

The Authority makes no guarantee as to any minimum amounts of work, and may choose to do some of the work with its own staff, or use other Contractors if it is determined to be in the best interests of AEA.

The total contract will have an estimated not-to-exceed limit of \$500,000 for the projected six (6) year term, however this cap may be adjusted up or down during the contract term based on the number of work orders awarded and available funds.

## 1.05 Location of Work

The location(s) the work is to be performed, completed and managed IS at Anchorage, Alaska.

The state **WILL NOT** provide workspace for the contractor. The contractor must provide its own workspace.

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

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

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 proposal as non-responsive, or cancel the contract.

## 1.06 Human Trafficking

By signature on their proposal, the offeror certifies that the offeror 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/g/tip/>

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

### **1.07 Assistance to Offerors with a Disability**

Offerors with a disability may receive accommodation regarding the means of communicating this RFP 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 proposals.

### **1.08 Required Review**

Offerors 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 proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals 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.

### **1.09 Questions Received Prior to Opening of Proposals**

All questions must be in writing and directed to the issuing office and addressed 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 RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

### **1.10 Amendments**

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice web site.

### **1.11 Alternate Proposals**

Offerors may only submit one proposal for evaluation.

In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

## **1.12 Right of Rejection**

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

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal 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
- do not constitute a substantial reservation against a requirement or provision

may be waived by the procurement officer.

AEA reserves the right to refrain from making an award if it determines to be in its best interest. **A proposal submitted from a debarred or suspended offeror shall be rejected.**

## **1.13 State Not Responsible for Preparation Costs**

AEA will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

## **1.14 Disclosure of Proposal Contents**

All proposals and other 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 proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.



Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

### **1.15 Subcontractors**

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

If a proposal with subcontractors is selected, the offeror 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.

An offeror's failure to provide this information, within the time set, may cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

### **1.16 Joint Ventures**

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement which identifies the principals involved and their rights and responsibilities regarding performance and payment.

## 1.17 Offeror's Certification

By signature on the proposal, offerors certify 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 federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- (e) all terms and conditions set out in this RFP;
- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for at least 90 days; and
- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

## 1.18 Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm 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 Authority reserves the right to **consider a proposal 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 program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

## **1.19 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.

## **1.20 Solicitation Advertising**

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

## **1.21 News Releases**

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

## **1.22 Assignment**

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.

## **1.23 Disputes**

Any dispute arising out of this agreement will 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 relief from or remedy in connection with this agreement may be brought only in the Superior Court for the State of Alaska.

## **1.24 Severability**

If any provision of the contract or agreement is 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.

## **1.25 Federal Requirements**

The offeror must identify all known applicable federal requirements of the proposal, the evaluation, or the contract.

## SECTION TWO STANDARD PROPOSAL INFORMATION

### 2.01 Authorized Signature

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the opening date.

### 2.02 Amendments to Proposals

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

### 2.03 Supplemental Terms and Conditions

Proposals must comply with Section **1.11 Right of Rejection**. However, if the state fails to identify or detect supplemental terms or conditions in conflict with those contained in this RFP or diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- b) if the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

### 2.04 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

## **2.05 Discussions with Offerors**

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

## **2.06 Prior Experience**

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements.

- Have a place of business with key staff within 40 miles of Anchorage;
- Have proven history of providing creative, strategic communications and media relations; and
- Demonstrate experience in managed communications for work which required multiple levels of public and private sector involvement.

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

## **2.07 Evaluation of Proposals**

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section SEVEN of this RFP.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

## **2.08 Vendor Tax ID**

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of request.

## **2.09 Alaska Business License and Other Required Licenses**

Prior to the award of a contract, an offeror 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 and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the Department of Commerce, Community and 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 offeror 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 proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- (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 offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals 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 proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

## **2.10 Application of Preferences**

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP 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 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 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.

### **2.115 Percent Alaska Bidder Preference**

**AS 36.30.321(a), AS 36.30.990[25], & 2 AAC 12.260**

An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who:

- (1) holds a current Alaska business license prior to the deadline for receipt of proposals;

- (2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- (3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- (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 Affidavit**

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

If the offeror is a 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 offeror is a joint venture which includes a 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.

#### **2.125 Percent Alaska Veteran Preference AS 36.30.321(f)**

An Alaska Veteran Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who qualifies under AS 36.30.990[25] 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.

**Alaska Veteran Preference Affidavit**

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

**2.13 Formula Used to Convert Cost to Points  
AS 36.30.250 & 2 AAC 12.260**

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular RFP. See section SEVEN to determine the value, or weight of cost for this RFP.

**EXAMPLE**

**Formula Used to Convert Cost to Points**

**[STEP 1]**

List all proposal prices, adjusted where appropriate by the application of all applicable preferences.

Offeror #1	-	Non-Alaskan Offeror	\$40,000
Offeror #2	-	Alaskan Offeror	\$42,750
Offeror #3	-	Alaskan Offeror	\$47,500

**[STEP 2]**

Convert cost to points using this formula.

$$\frac{[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})]}{(\text{Cost of Each Higher Priced Proposal})} = \text{POINTS}$$

The RFP allotted 40% (40 points) of the total of 100 points for cost.

**Offeror #1 receives 40 points.**

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 40 points.

**Offeror #2 receives 37.4 points.**

$$\begin{array}{rclclcl}
 \$40,000 & \times & 40 & = & 1,600,000 & \div & \$42,750 & = & 37.4 \\
 \text{Lowest} & & \text{Max} & & & & \text{Offeror \#2} & & \text{Points} \\
 \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\
 & & & & & & \text{The Application Of} & & \\
 & & & & & & \text{All Applicable} & & \\
 & & & & & & \text{Preferences} & & 
 \end{array}$$

**Offeror #3 receives 33.7 points.**

$$\begin{array}{rclclcl}
 \$40,000 & \times & 40 & = & 1,600,000 & \div & \$47,500 & = & 33.7 \\
 \text{Lowest} & & \text{Max} & & & & \text{Offeror \#3} & & \text{Points} \\
 \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\
 & & & & & & \text{The Application Of} & & \\
 & & & & & & \text{All Applicable} & & \\
 & & & & & & \text{Preferences} & & 
 \end{array}$$

## 2.14 Alaska Offeror Preference AS 36.30.321 & 2 AAC 12.260

2 AAC 12.260(e) provides Alaska offerors a 10 percent overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990[25], are eligible for the preference. Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

### EXAMPLE

#### Alaska Offeror Preference

#### [STEP 1]

Determine the number of points available to Alaskan offerors under the preference.

#### Total number of points available - 100 Points

$$\begin{array}{rclcl}
 100 & \times & 10\% & = & 10 \\
 \text{Total Points Alaskan Offerors} & & \text{Available Percentage Preference Given to Alaskan Offerors} & & \text{Number of Points Under the Preference}
 \end{array}$$

#### [STEP 2]

Add the preference points to the Alaskan offers. There are three offerors: Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 are eligible for the Alaska Offeror Preference. For the purpose of this example presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. Their scores at this point are:

*Offeror #1 - 89 points*

*Offeror #2 - 80 points*  
*Offeror #3 - 88 points*

Offeror #2 and Offeror #3 each receive 10 additional points. The final scores for all of the offers are:

*Offeror #1 - **89 points***  
*Offeror #2 - **90 points***  
*Offeror #3 - **98 points***

Offeror #3 is awarded the contract.

## **2.15 Contract Negotiation**

**2 AAC 12.315 CONTRACT NEGOTIATIONS** After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the **PLACE** conference room on the **NUMBER** floor of the **NAME** Building in **CITY**, Alaska.

If the contract negotiations take place in **CITY**, Alaska, the offeror will be responsible for their travel and per diem expenses.

## **2.16 Failure to Negotiate**

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

The state may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

## **2.17 Notice of Intent to Award (NIA) — Offeror Notification of Selection**

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal selected for award.

## **2.18 Protest**

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

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 proposals.

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 an offeror 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 proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- a. the name, address, and telephone number of the protester;
- b. the signature of the protester or the protester's representative;
- c. identification of the contracting agency and the solicitation or contract at issue;
- d. 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 offerors 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."

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## **SECTION THREE STANDARD CONTRACT INFORMATION**

### **3.01 Contract Type**

The contract awarded as a result of this RFP will be non-guaranteed minimum term contract. The initial period of performance is for a period of two-years (2), with the Authority's sole option to renew the contract for four (4) additional one-year renewal options.

The Authority may authorize in writing any holding over of the contract, excluding any exercised renewal options, on a month-to-month extension, and all other terms and conditions shall remain in full force and in effect. No work outside the scope of a previously awarded Work Order/NTP will be undertaken during the final extension period.

The Authority makes no guarantee as to the amount of work available during the period of the contract and any subsequent renewals. Work shall be requested, and contracted as needed using the processes identified under Sections 5.3 of this RFP.

### **3.02 Contract Approval**

This RFP does not, by itself, obligate AEA. AEA's obligation will commence when the contract is approved by AEA's Executive Director, or the Executive Director's designee. Upon written notice to the contractor, AEA may set a different starting date for the contract. AEA 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 AEA.

### **3.03 Standard Contract Provisions**

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

### **3.04 Proposal as a Part of the Contract**

Part or all of this RFP and the successful proposal may be incorporated into the contract.

### **3.05 Additional Terms and Conditions**

AEA reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

### **3.06 Insurance Requirements**

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review APPENDIX B1, attached, for details on required coverages. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in APPENDIX B1 must be set out in the offeror's proposal.

### **3.07 Contract Funding**

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

### **3.08 Proposed Payment Procedures**

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director.

### **3.09 Contract Payment**

No payment will be made until the contract is approved by the AEA Executive Director or the Executive Director's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract.

The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

### **3.10 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.

### **3.11 Contract Personnel**

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

### **3.12 Inspection & Modification - Reimbursement for Unacceptable Deliverables**

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. 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 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.

### **3.13 Termination for Default**

If the project director determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached.



### **3.14 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 project director 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 project director has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the AEA Executive Director or the Executive Director's designee.

### **3.15 Contract Invalidation**

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

### **3.16 Nondisclosure and Confidentiality**

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists,

passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

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

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

## **SECTION FOUR BACKGROUND INFORMATION**

### **4.01 Background Information**

AEA is a public corporation of the State of Alaska, constituting a political subdivision within the Department of Commerce, Community and Economic Development but with separate and independent legal existence under the laws of the State. It was created by the Alaska Legislature in 1976 to reduce the cost of energy in Alaska.

AEA accomplishes its mission through a number of programs. These programs consist of AEA's alternative energy, power-project-loan fund, bulk fuel revolving loan fund, renewable energy grant program, bulk fuel and rural power system upgrades program, and power cost equalization program. These programs provide assistance for providing for the operation and maintenance of existing AEA-owned projects, assistance in the development of safe, reliable, and efficient energy systems, and assistance in reducing the cost of electricity in Alaska.

The overall goal is to enhance awareness of AEA's Projects with multiple

audiences, develop, and assist AEA with the implementation of a strategic communications and public outreach plan.

AEA anticipates a well thought-out strategic communications plan will simplify the public involvement process by providing a systematic approach to target specific audiences, maximizing the use of available resources and minimizing delays by ensuring the public involvement activities are coordinated with other project tasks and milestones.

More Information about AEA is available at [www.AKenergyauthority.org](http://www.AKenergyauthority.org)

## SECTION FIVE SCOPE OF WORK

### 5.01 Scope of Work

The Alaska Energy Authority is soliciting proposals for Public Relations and Communications services.

The Authority is seeking assistance from a qualified firm to provide a full range of public relations services to help the Authority educate “stakeholders” and the Alaskan public about the roles, programs, projects, and financing abilities of the Authority.

The goal of this project is to have a competent Contractor to be responsible for document design, editing, publication, and distribution; advertising; web communications; out-reach; and strategic communications planning.

### 5.02 Deliverables

- **Document Design, Editing, Publication, and Distribution,**  
Working closely with Authority staff the Contractor may be requested to:
  - ✓ Design and produce promotional or collateral materials such as brochures, or newsletters.
  - ✓ Design, edit, and produce the AEA annual report or other reports developed by AEA for public distribution.
  - ✓ Design, develop and prepare informational press packets or media releases.
  - ✓ Provide assistance in developing media, IE PowerPoint or video presentations, to be used to promote AEA programs for speaking events.
- **Advertising**  
Work may involve creating promotional opportunities; the placement of print; radio; and television advertising to promote AEA functions and

projects. Work may include:

- ✓ Designing, producing, and, or placing advertising in various media.
- ✓ Providing assistance in developing promotional materials, or displays for conferences, or trade shows.
- ✓ Planning and organizing events to promote programs or activities.

- **Web Communications**

Provide assistance with the AEA web sites. Work may include:

- ✓ Gathering and reviewing information to understand the web audience and industry usage of;
- ✓ Meeting with Management to understand and define overall goals of AEA and using the web to communicate programs to various stakeholders;
- ✓ Assisting with web enhancements;
- ✓ Designing, hosting, or maintaining sites for specific projects or programs as they arise.

- **Strategic Communications Planning**

- ✓ Identify and assist AEA in pursuing cooperative promotional opportunities with other government and nongovernment agencies at a state and community level;
- ✓ Provide recommendations for promotional programs and informational campaigns;
- ✓ Conduct market or program surveys or research;
- ✓ Work with AEA to determine the best strategy for educating their clients regarding programs in rural and urban Alaska and within different industry sectors;
- ✓ Provide recommendations and implement programs would increase public awareness through public information campaigns and special events on the various AEA funded projects; and
- ✓ Assist as needed in preparing press releases or public presentation materials.

- **Other Related Services**

- ✓ Assist AEA in soliciting goods or services for ancillary activities or events;
- ✓ Provide Project Management for events and functions;
- ✓ Assist in project planning, development and rollout;
- ✓ Provide subcontractors when necessary to provide AEA with high quality solutions in the areas of web enhancements, function arrangements, developing graphics "charged graphics", assisting with major revisions to text and revising content upon request, and supplying stock pictures.

## 5.03 Work Order Process

Once a contract is established, the Contractor will provide AEA with a proposal for

each task (project) as needed. Specific work orders are issued, as funds are made available for specific tasks. AEA intends to follow a process shall be cost efficient to produce high quality end products.

The Authority will use the following work order assignment process for specific projects:

After identifying a need for a task, AEA's Project Manager will ask the Contractor for a proposal for the specific work.

1. The Authority will request a proposal from the Contractor by e-mail, telephone or facsimile. The Authority will provide the following information:
  - a. Identify the scope of services needed.
  - b. Identify anticipated deliverables.
  - c. An estimated timeline of when work will need to be completed.
2. The Contractor in turn will submit a mini proposal by email or facsimile in response to AEA's request includes:
  - a. Concurrence with plan and deliverables or an alternate plan and deliverables;
  - b. Estimated time involvement of key individuals;
  - c. List of any proposed Sub-contractors and the work they will be doing;
  - d. Propose a work schedule identifying critical decision points and expectations the Contractor may have of AEA;
  - e. Cost proposal to complete the work order must include all labor, transportation, materials, and expenses to complete the project; and
  - f. Schedule and completion date for each task.
3. Upon receipt of the Contractor's proposal AEA will review the proposal, and either accept the proposal as offered or negotiate with the Contractor to assure a mutual understanding of the work requested and resources needed to accomplish the necessary tasks.
4. The final work order scope, terms, schedule, and cost will be agreed to in writing and signed by the Contractor, Project Manager and AEA Procurement.

## **5.04 Other Considerations**

1. A representative of the Contractor shall be available by telephone, email or in person to AEA staff throughout the contract period.
2. Notification time periods for work may vary from 24 hours to several weeks, depending on the nature and complexity of work required.

3. Unless special requests are made (e.g., related to scheduled meetings, or board, or other presentations), the Contractor will be free to perform the requested tasks at its discretion within the timeframe allotted by AEA.
4. Sub-contractors may be used by the Contractor subject to Authority approval. The Contractor must submit the Sub-contractor's company name, names of key participants with resumes, address, phone, fax, email and a copy of the Sub-contractor's Alaska business license, as required, with each work order.
5. The Contractor may be required to provide a detailed description of the Sub-contractor's work in response to a work order and copies of agreements between the Sub-contractor and the Contractor.
6. AEA make no guarantee as to any minimum amount of work shall be given the successful Contractor.
7. The Contractor will be responsible for having all necessary equipment and other resources to perform the tasks.
8. The Contractor will seek to be efficient with regard to time expended and costs incurred.
9. Failure of the Contractor to respond to the work order requests timely or failure to complete work on time may be grounds for termination of the contract.
10. AEA staff will be available as needed to review Contractor work products in a timely manner.
11. Unless otherwise required by law or made public by AEA, all discussions with Agency staff will be kept confidential. In addition, all documents, computer files and all other data compiled by or received by the Contractor under this Contract shall be treated by the Contractor as confidential and shall be delivered only to the designated project manager or other authorized staff as required in the contract. Its contents shall not be made known by the Contractor to any person other than personnel or Sub-contractors of the Contractor performing services under this Contract without written consent of AEA. The Contractor shall direct any request for documents, data or other records to the project manager.

Contractor must be able to perform within the State of Alaska's "look and feel" web standards available at:

<http://www.state.ak.us/local/akpages/ADMIN/info/plan/standards.html>

## **SECTION SIX PROPOSAL FORMAT AND CONTENT**

### **6.01 Proposal Format and Content**

The Authority wishes to discourage unnecessarily lengthy and costly proposal preparation, yet all proposals must contain the following information, formatted as requested. Proposals shall be concise, limited to the requested information and not exceed ten (10) pages in length (excluding letter of transmittal, resumes, title page(s), index/table of contents, fee schedule, attachments, or dividers). AEA's evaluation committee will not evaluate or score excess information. For the purposes of this RFP, One-page (1-page) means one-side of a single lined, typed, 8-1/2" X 11", piece of paper.

Failure to follow this format for a proposal or failure to include complete information as requested may result in a lower score or disqualification of the proposal depending on the severity of the discrepancy.

Interested parties are to provide a restatement of the scope of work in the Contractors words.

### **6.02 Introduction**

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

Include a title page showing: **RFP # 2014-0800-2094**  
**Your Firm's Name**  
**Date of Proposal**

Include a Table of Contents.

### **6.03 Understanding of the Project**

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

Include a brief discussion of your company's understanding of the services required, your company's relevant experience providing the types of services identified in the scope of work. Provide a brief summary of how your company meets or exceeds the minimum contractor requirements.

Describe your company's availability to commit to this work. Include other relevant work, projects, or clients your company has or may have during the period of performance which could impact your company's performance capabilities with regards to completing AEA's work, or where your company may encounter potential conflicts in providing services for AEA.

Include a statement, your firm understands, as a consultant it will not compete for additional work for the Authority, in which your firm was involved with developing any scope of work or defining the specifications for the solicitation.

### **6.04 Methodology Used for the Project**

Offerors must provide comprehensive narrative statements setting out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule.

Briefly discuss your approach for providing the Authority with services relative to this proposal. The discussion shall be brief, and include at a minimum of who would be assigned to do the work with an estimate of hours, a project schedule with key milestones, and expectations of the Authority. Discuss the firm's understanding of the project requirements, providing the methodology and approach for completing the management the project in a timely, thorough and efficient manner. Discuss your firm's quality control standards, schedule and budget maintenance tools and approach to public relations.

### **6.05 Management Plan for the Project**

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

### **6.06 Experience and Qualifications**

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.



Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- a. title,
- b. resume,
- c. location(s) where work will be performed,

Include a statement of qualifications and resumes for all key personnel designated to perform work under this RFP. Key personnel include individuals with responsibility for client relations, contract management, Project lead or project manager, creative, media relations and advertising, web design, and public outreach meeting coordination. The Authority understands some individuals may serve multiple functions and not all critical functions listed above.

The statement of qualifications should include:

- A list of key personnel in the company, their position in the company, what role they will have under this contract;
- A statement of expected availability of key personnel over the term of the contract;
- An organizational chart for the company; and
- A listing of key partners or subcontractors, which may be directly involved in this contract, your routinely work with, how they relate to your organization, and what their role may be in this contract.

Resumes of key personnel should be brief but include:

- Education including current certifications and professional memberships;
- Work history with reference names and phone numbers; and
- Include their roles in specific projects similar to AEA.

In addition to information about the key individual's experience, provide documentation verifying the qualifications and experience of the firm and known subcontractors as they relate to carrying out the services solicited in this RFP.

You must provide reference names and phone numbers for similar projects your firm has completed.

Provide examples of at least three but no more than five projects your firm has completed in the last 5 years. Include:

1. A brief description of the type of project, tasks, and deliverables;
2. The names of key individuals involved in the project;
3. Project schedule; and
4. Client's name, their address, current telephone number, and contact person who can respond to queries concerning their experience with the Offeror's firm.

## 6.07 Cost Proposal

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

Provide a fee schedule in a separate sealed envelope and include the firm name, RFP title and number, and list as "Fee Schedule". The fee schedule for personnel shall be a loaded labor rates (billable hourly rates) all inclusive of overhead, G&A, fringe benefits, profit, insurance, etc. and appear in an hourly rate format. Offeror's who fail to address all the cost required herein may have their proposal rejected as non-responsive.

Actual costs for completing the contract will vary depending on the final negotiated contract terms and conditions and the number of NTPs issued during the term. If the term contract is extended, it is expected price terms will be based on the negotiated cost schedule, terms, and conditions of the initial term contract.

Proposer(s) must provide hourly rates for all key staff personnel and sub-contractors who may be assigned to work on projects issued by the Authority under any resulting contract, in addition to the requested fee work sheet in the format example below.

Discuss any issues you may have regarding costs or any other proposed payment terms or conditions different than those indicated in this RFP.

Identify any other cost terms or conditions you would expect in the contract. This cost information will provide the basis for estimating future NTPs, and assist in determining cost terms and conditions for the contract.

Provide a brief discussion of any anticipated variable costs and recommend steps or actions the Authority and the Contractor could take to manage costs.

Enter the, job title or person performing work, billable fully loaded hourly rate, total for each category and the total costs. Note these costs are estimates and are solely used for evaluation purposes.

The estimated hours in the Fee Proposal for tasks 1 and 2 are for evaluations purposes only, and are not intended to indicate the exact amount of hours used under this contract. The contract issued resulting from this RFP will be a non-guaranteed term contract.

**Fee Proposal – Sample Format**

<i>Employee</i>	<i>Jim S</i>	<i>Jane D</i>	<i>Barbara G</i>	<i>Bob P</i>	<b>Total</b>
<i>Employee Function</i>	<i>Account Manager</i>	<i>Writer Editor</i>	<i>Account Coordinator</i>	<i>Graphics</i>	
<i>Loaded Hourly Rates</i>	\$100	\$75	\$60	\$40	
<i>Task 1 Hours</i>	10	25	25	5	
<i>Rate x Hours =</i>	\$1000	\$1,875	\$1,500	\$200	\$4,575
<i>Task 2 Hours</i>	100	50	30	10	
<i>Rate x Hours</i>	\$10,000	\$3,750	\$1,800	\$400.00	\$15,950
<i>Total Cost</i>	\$11,000	\$5625	\$3,300	\$600.00	<b>\$20,525</b>

Include a brief discussion of any actions AEA and the Contractor may want to take to manage costs to complete this work order.

AEA intends to negotiate a fixed not-to exceed price for each work order per the Offeror’s proposal.

In addition to the above, Offerors must include their schedule of firm, fixed, loaded, billable, hourly rates for all key personnel for the initial period of performance listing the name, function, and job class. These shall be used as contracted rates.

<b>Employee</b>	<b>Position</b>	<b>Loaded Labor Rates \$</b>

All approved expenses will be reimbursed at cost with no additional mark-up allowed.

This cost information provides the basis for estimating future Work Orders and determining cost terms and conditions for the term contract.

**6.08 Evaluation Criteria**

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criterion that is set out in Section SEVEN.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

A proposal shall be evaluated to determine whether the offeror responds to the provisions, including goals and financial incentives, established in the request for proposals in order to eliminate and prevent discrimination in state contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, or disability.

## **SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION**

**THE TOTAL NUMBER OF POINTS USED  
TO SCORE THIS PROPOSAL IS 100**

### **7.01 Understanding of the Project (5 Percent)**

Proposals will be evaluated against the questions set out below:

- ✓ How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- ✓ How well has the offeror identified pertinent issues and potential problems related to the project?
- ✓ To what degree has the offeror demonstrated an understanding of the deliverables AEA expects it to provide?
- ✓ Does the Offeror's proposal demonstrate an in-depth knowledge of the kind of PR and communications services AEA is looking for?
- ✓ Does Offeror identify potential problems, or issues impacting their ability to complete work? Are solutions offered?
- ✓ Are the expectations the Offeror has for AEA or the Project Manager reasonable?
- ✓ Has the Offeror demonstrated their ability to make work a priority based on the size of their company?
- ✓ Is all the expertise in-house, through partnerships, or will outsourcing be needed?
- ✓ Does the firm's team demonstrate sufficient depth of personnel to be available on short notice and cover situations with short deadlines?

## **7.02 Methodology Used for the Project (25 Percent)**

Proposals will be evaluated against the questions set out below:

- ✓ How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- ✓ How well does the methodology match and achieve the objectives set out in the RFP?
- ✓ Does the methodology interface with the time schedule in the RFP?
- ✓ Does the Offeror's provide samples of work they have performed?
- ✓ Has the Offeror provided a right-sized solution for meeting AEA's needs?
- ✓ Is anything left out of the response, or is there additional information required?
- ✓ Did the Offeror propose alternate approaches to the scope of services? Would the alternative methodology accomplish the same goals and objectives or possibly improve on them?
- ✓ Does the Offeror address all the service areas we identified in our RFP either with in-house or outsourced staff?
- ✓ Is the proposal organized, and does it show where services can be provided in cost effective and efficient manner?
- ✓ Does the proposal offer any unique or special services, which may benefit AEA?

## **7.03 Personnel & Firm Qualifications and Experience (20 Percent)**

- ✓ Proposals will be evaluated against the questions set out below:
- ✓ How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- ✓ How well is accountability completely and clearly defined?
- ✓ Is the organization of the project team clear?

- ✓ How well does the management plan illustrate the lines of authority and communication?
- ✓ To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- ✓ Does it appear that the offeror can meet the schedule set out in the RFP?
- ✓ Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- ✓ To what degree is the proposal practical and feasible?
- ✓ To what extent has the offeror identified potential problems?
- ✓ Proposals will be evaluated against the questions set out below:
- ✓ *Questions regarding the personnel:*
- ✓ Do the individuals assigned to the project have experience on similar projects?
- ✓ Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- ✓ How extensive is the applicable education and experience of the personnel designated to work on the project?
- ✓ *Questions regarding the firm:*
- ✓ How well has the firm demonstrated experience in completing similar projects on time and within budget?
- ✓ How successful is the general history of the firm regarding timely and successful completion of projects?
- ✓ Has the firm provided letters of reference from previous clients?
- ✓ If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

## **7.04 Contract Cost (40 Percent)**

The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

### ***Converting Cost to Points***

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.13.

### **7.05 Alaska Offeror Preference (10 Percent)**

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

## **SECTION EIGHT ATTACHMENTS**

### **7.06 Attachments**

#### ***Attachments***

1. Proposal Evaluation Form
2. Standard Agreement Form - Appendix A
3. Appendix B1 or B2
4. Notice of Intent to Award

## ATTACHMENT 1 PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Person or Firm Name \_\_\_\_\_

Name of Proposal Evaluation (PEC) Member \_\_\_\_\_

Date of Review \_\_\_\_\_

RFP Number \_\_\_\_\_

### EVALUATION CRITERIA AND SCORING

**THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100 per evaluator and each evaluator's total points will be added together for a maximum of 300 points.**

#### **7.01 Understanding of the Project—5 Percent**

Maximum Point Value for this Section - 5 Points  
100 Points x 5 Percent = 5 Points

Proposals will be evaluated against the questions set out below.

How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

How well has the offeror identified pertinent issues and potential problems related to the project?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

EVALUATOR'S NOTES \_\_\_\_\_



---

Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

EVALUATOR'S NOTES \_\_\_\_\_

---

**EVALUATOR'S POINT TOTAL FOR 7.01** \_\_\_\_\_

**7.02 Methodology Used for the Project—25 Percent**

Maximum Point Value for this Section - 25 Points  
100 Points x 25 Percent = 25 Points

Proposals will be evaluated against the questions set out below.

How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

EVALUATOR'S NOTES \_\_\_\_\_

---

How well does the methodology match and achieve the objectives set out in the RFP?

EVALUATOR'S NOTES \_\_\_\_\_

---

Does the methodology interface with the time schedule in the proposal?

EVALUATOR'S NOTES \_\_\_\_\_

---

**EVALUATOR'S POINT TOTAL FOR 7.02** \_\_\_\_\_

### 7.03 Personnel & Firm Qualifications and Experience (20 Percent)

Maximum Point Value for this Section - 20 Points  
100 Points x 20 Percent = 20 Points

Proposals will be evaluated against the questions set out below.

How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

How well is accountability completely and clearly defined?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

Is the organization of the project team clear?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

How well does the management plan illustrate the lines of authority and communication?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

Does it appear that offeror can meet the schedule set out in the RFP?

EVALUATOR'S NOTES \_\_\_\_\_

---

Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?

EVALUATOR'S NOTES \_\_\_\_\_

---

To what degree is the proposal practical and feasible?

EVALUATOR'S NOTES \_\_\_\_\_

---

To what extent has the offeror identified potential problems?

EVALUATOR'S NOTES \_\_\_\_\_

---

Questions regarding personnel:

Do the individuals assigned to the project have experience on similar projects?

EVALUATOR'S NOTES \_\_\_\_\_

---

Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

EVALUATOR'S NOTES \_\_\_\_\_

---

How extensive is the applicable education and experience of the personnel designated to work on the project?

EVALUATOR'S NOTES \_\_\_\_\_

---

Questions regarding the firm.

Has the firm demonstrated experience in completing similar projects on time and within budget?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

How successful is the general history of the firm regarding timely and successful completion of projects?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

Has the firm provided letters of reference from previous clients?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for the offeror?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR 7.03** \_\_\_\_\_

### **7.04 Contract Cost — 40 Percent**

Maximum Point Value for this Section - 40 Points  
100 Points x 40 Percent = 40 Points

Overall, a minimum of 40 percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

#### **Converting Cost to Points**

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.16.

**EVALUATOR'S POINT TOTAL FOR 7.04** \_\_\_\_\_

### **7.05 Alaska Offeror Preference — 10 Percent**

Alaska bidders receive a 10 percent overall evaluation point preference.  
Point value for Alaska bidders in this section -- 10 Points  
100 Points x 10 Percent = 10 Points

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

**EVALUATOR'S POINT TOTAL FOR 7.05 (either 0 or 10)** \_\_\_\_\_

**EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS** \_\_\_\_\_

## APPENDIX A STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

1. Agency Contract Number	2. ASPS Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of	Division	hereafter the State, and	
9. Contractor			Hereafter the Contractor
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p style="margin-left: 20px;">2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract.</p> <p style="margin-left: 20px;">2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p style="margin-left: 20px;">2.3 Appendix C sets forth the services to be performed by the Contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and Ends _____.</p> <p>ARTICLE 4. Considerations:</p> <p style="margin-left: 20px;">4.1 In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p style="margin-left: 20px;">4.2 When billing the State, the Contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of			
Mailing Address		Attention:	
12. CONTRACTOR		<p>14. <b>CERTIFICATION:</b> I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.</p>	
Name of Firm			
Signature	Date		
Typed or Printed Name & Title of Authorized Representative			
13. CONTRACTING AGENCY		Date	
		Date	

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

## **APPENDIX A (Con't) - GENERAL PROVISIONS**

### **Article 1. Definitions.**

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" or "Authority" means the Alaska Energy Authority (AEA) for which this contract is to be performed and for which the Authorized Designee acted in signing this contract.

### **Article 2. Inspections and Reports.**

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

### **Article 3. Disputes.**

Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with AS 36.30.620-632.

### **Article 4. Equal Employment Opportunity.**

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation

representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.

- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in an contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

**Article 5. Termination.**

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. The State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

**Article 6. No Assignment or Delegation.**

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

**Article 7. No Additional Work or Material.**

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.



**Article 8. Independent Contractor.**

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

**Article 9. Payment of Taxes.**

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

**Article 10. Ownership of Documents.**

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

**Article 11. Governing Law.**

This contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

**Article 12. Conflicting Provisions.**

Unless specifically amended and approved by the Department of Law the General Provisions of this contract supersede any provisions in other appendices. The contractor specifically acknowledges and agrees that provisions in any form contracts it appends hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska that are not conditioned on legislative appropriation, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

**Article 13. Officials Not to Benefit.**

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

**Article 14. Covenant Against Contingent Fees.**

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

**Article 15. Integration**

The Standard Agreement for Professional Services set out on page 1, together with

Appendices A, B, C, and D, contain the complete and final statement of the terms the parties have agreed upon with respect to the subject matter covered. No prior agreements, representations or negotiations, whether written or oral, that are not expressly set out in this contract shall be binding on, or enforceable against, or may be relied upon by, any party.

**Article 16. Contract Personnel**

The Authority reserves the right to approve or disapprove any change in the successful Offeror's project team members whose participation in the project is specifically offered in the proposal. Similarly, changes in the amount of participation by key project members will require AEA approval. This is to ensure that persons with vital experience and skill remain fully involved in the project.

Requests for any change in contractor personnel shall be submitted in writing to the Authority for the Authority's review and sign-off before the change is made. Contractor personnel changes not approved by the Authority may be cause for the Authority to terminate the contract.

**Article 17. Subcontractors**

The Authority must approve the use or replacement of subcontractors. Provide a list of potential subcontractors, a one-page resume for each subcontractor including brief descriptions of previous work, and three references. Replacement of subcontractors may only be made in accordance with approval of the Project Manager and the terms of the final negotiated contract.

**Article 18. Contract Invalidation**

If any provision of the contract awarded as a result of this RFP is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

**Article 19. Termination for Default**

If the Contractor refuses or fails to perform the work, or any separable part thereof, with such diligence as will ensure its completion within the written contracted time frame, the Authority may, by written notice to the Contractor, terminate the right to proceed with the work or such part of the work as to which there have been delays. This clause does not restrict AEA termination rights under the general contract provisions of Appendix A, which is attached to this RFP in the contract documents package.

**Article 20. Conflict of Interest**

The Contractor may be precluded from participating in future projects during the period of the contract if the Authority determines that such work is in conflict with the performance of this contract and would result in a financial benefit to the Contractor.

**Article 21. News Releases**

News releases pertaining to the contract shall not be made without prior approval of the Project Manager. The Contractor will be required to coordinate with project manger before making any response to a request for information regarding any work or work products related to this contract..

**Article 22. Contract Changes**

During the course of performing the work required by this contract, the Contractor may be requested to perform additional work within the general scope of the contract.

When additional work is required, the Project Manager shall send to the Contractor a description of the work to be accomplished and request that a proposal be offered within a given time period. No additional work shall commence by the Contractor without an approved written contract amendment by the Procurement Officer.

**Article 23. Confidentiality and Ownership of Documents**

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines (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.).

**Article 24. Reimbursement to the Authority for Unacceptable Deliverables**

The Contractor is responsible for quality, occurrence and completion of all work identified by the contract. All work shall be subject to evaluation and inspection by the Authority at all times to assure satisfactory progress, to be certain that work is being performed in accordance with the contract specifications, terms and conditions, and to determine if corrections and modifications are necessary. Should such inspections indicate substantial failure on the part of the Contractor, the Authority may terminate the contract for default. Furthermore, the Authority may require the Contractor to reimburse any monies paid (pro rata based on the identified proportion of unacceptable products received) and any associated damage costs.

## APPENDIX B INDEMNIFICATION AND INSURANCE

### Article 1. Indemnification

The Contractor shall indemnify, defend, and hold harmless the Authority from and against any claim of, or liability for, negligent acts, errors, and omissions of the Contractor under this contract. The Contractor shall not be required to indemnify, defend, or hold harmless the Authority for a claim of, or liability for, the independent negligent acts, errors, and omissions of the Authority. If there is a claim of, or liability for, a joint negligent act, error or omission of the Contractor and Authority, the indemnification, defense and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Contractor" and "Authority" include the employees, agents and other contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, or omissions" means negligence other than in the Authority'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 obligation, Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this contract 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 Authority shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Procurement 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. For Contractor's services performed in Alaska, 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 Authority and the State of Alaska

**2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this contract with minimum coverage limits of \$300,000 combined single limit per occurrence.

**2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this contract with minimum coverage limits of \$300,000 combined single limit per occurrence.

**2.4 Professional Liability Insurance:** covering all errors, omissions or negligent acts in the performance of professional services under this contract. Limits required per the following schedule:

<b>Contract Amount</b>	<b>Minimum Required Limits</b>
Under \$100,000	\$300,000 per Occurrence/Annual Aggregate
\$100,000-\$499,999	\$500,000 per Occurrence/Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Occurrence/Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

(Revised 12-11)

## **APPENDIX C CONSIDERATION (Sample Contract Terms)**

### **C.1. Authorized Contract Limits**

C.1.1 The contract not to exceed limit in Article 4.1 on page one of the Standard Agreement form represents the AUTHORITY's initial contract authorization and best estimate of the cost of initial work required under this contract. The actual amount of funds committed under this contract will be identified and approved upon award of each Work Order/NTP issued in accordance with the scope of work requirements and Article A7.

C.1.2 The Authority makes no guarantees as to any minimum or maximum award amounts under this contract and may choose to solicit sealed competitive proposals for similar work identified in this RFP outside the framework of this contract.

C.1.3 The dollar amount of the potential authorization under the contract may be adjusted as needed, at any time during the term of the agreement and any subsequent renewals, to reflect available project funds and work that may be required.

### **C.2 Contract Labor Rates**

C.2.1 The Contractor shall provide and maintain a current wage schedule for all staff including key subcontractor staff who may participate in this contract showing the loaded labor rate for all employees and subcontractors who may be reimbursed under the contract. At a minimum this wage schedule will include the employees name, title, job function or classification, and a loaded hourly billing rate that includes all direct costs, indirect costs, and profit. This schedule may be periodically updated in accordance with the terms of the contract.

C.2.2 The rates will be used in negotiations and developing costs per work order/ NTP.

C.2.3 Labor rates will remain firm for the first year of the contract. The contractor must provide a written request for a rate adjustment 30 days prior to any annual renewal or the contract will be renewed under the same rates, terms and conditions. The rate adjustment will not exceed 3% of the previous year's contract rate. No retroactive contract price adjustments will be allowed.

### **C.3 Expenses:**

C.3.1 All allowable expenses must be direct project expenses and will be pre-approved with rates and/ or costs incorporated as an exhibit to this contract or specifically identified in each approved NTP.

C.3.2 Unless travel and per diem costs are otherwise negotiated as a fixed price within an NTP the Contractor will be compensated for food and lodging expenses for it's employees in travel status in accordance with the State of Alaska Admin Manual for Travel (AAM 60 Sections 200, 220, 240, 250, and 260). In determining M&IE Rates contractors will use the XE schedules. Links to current State of Alaska Travel policy can be found at :

<http://doa.alaska.gov/dof/travel/index.html>

Click on AAM60 for a direct link to the Admin Manual.

A direct link to the State of Alaska Per Diem Rates as of 12/20/2010 can be found at

<http://doa.alaska.gov/dof/travel/resource/rates.pdf>

C.3.3 The prime contractor will be reimbursed for subcontractors labor and expenses in accordance with the terms and conditions negotiated by the prime contractor. The Authority may require the Contractor to provide copies of subcontracts and subcontractors billings as back-up for payment.

C.3.4 The Contractor may keep commissions resulting from printing and media placements however the contractor may not charge time for making the placements when a commission is involved and agency discounts, if any, must be passed through to AEA.

#### **C.4 Mark up**

C.4.1 The Authority will pay no mark up on direct expenses related to this contract.

C.4.2 The Authority and the contractor may negotiate a mark-up for subcontractor labor costs provided the mark-up does not exceed 5% of the subcontractor's labor costs. The Authority will not pay mark-up on any subcontractor expenses or mark-up of subcontractor expenses or labor cost.

#### **C.5 Non-Reimbursable Costs**

C.5.1 The contractor will not be reimbursed for work that is not approved on a fully executed Notice to Proceed.

C.5.2 Unless the Contractor provides written notice to the Project Manager, all work being performed will be considered within the scope of the contract and NTP awarded. The Contractor will not be reimbursed for any extra work that is not approved by a written amendment to the NTP.

#### **C.6 Requirements for Pricing Work Orders**

C.6.1 Work orders may be reimbursed on either a fixed price per tasks, fixed price plus expenses, or on a time and expenses basis with a fixed not-to-exceed limit. The basis of payment will be determined by the Authority based on the scope and nature of work to be accomplished. The work order will be executed through the use of an NTP form similar to Attachment C-1 to this Contract.

C.6.2 The contractor is required to provide costs proposals in a format acceptable to the Authority. Price proposals and Notices-to-Proceed (NTPs) for this Agreement must conform to the Labor Rates, Unit Prices, Estimated Costs, and Price Caps contained in the Exhibits attached to this Appendix C.

C.6.3 Work orders will be executed using the Authority's NTP form and will be subject to the contract payment terms and conditions and the additional requirements included with the NTP.

- C.6.4 The total price for any work order will remain fixed for the duration of any work order.
- C.6.5 Minor changes to scope, schedule, or line items within the overall budget of an authorized Work Order may be approved in writing by the Agency's Project Manager. A Work Order amendment is not required provided there is no change in the authorized Work Order total cost. The Contractor must submit a written request for any major changes to scope, schedule, or any changes to the authorized Work Order total and such changes will require a Work Order amendment.
- C.6.6 Unless the contractor provides written notice to the project manager, all work being performed in accordance with a work order will be considered within the scope of the NTP.

**C.7 Payments**

- C.7.1. The Authority intends to pay the contractor a negotiated sum based upon satisfactory completion of tasks, review of the required deliverables, and submission of an invoice from the contractor in accordance with the payment schedule provided in the NTP. Invoices should be submitted within 30 days after completion of the project.
- C.7.2. When billing the Authority, the Contractor shall refer to the Agency Contract Number and send the billing to Accounts Payable Department, AEA, 813 West Northern Lights Blvd., Anchorage, AK 99503-2495.
- C.7.3 No payment shall be made until the invoice has been approved and authorized by the Project Manager or designee. Under no condition will the Authority be liable for the payment of any interest charges associated with the cost of the contract.
- C.7.4 The Authority is not responsible for and will not pay any local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency. If a contractor is delinquent on payment of state taxes the payment terms under any NTP may be subject to review and approval by the Department of Revenue prior to award.

**Attachment – C1 Sample Work Order/Notice to Proceed (NTP)**

**WORK ORDER  
NOTICE TO PROCEED  
& BILLING SUMMARY**

NTP No:
Agreement No:
Encumbrance No:
PSA Expiration Date:

(This form is for any COST REIMBURSEMENT Agreement, generally one that will exceed \$250,000.)

Contractor:
Project Title:

**NOTICE TO PROCEED**

Provide services for the Expense Group(s) and specific Expenses enumerated below in the Billing Summary. Any services beyond the written scope and/or any costs above the price estimate in our Agreement, require prior Authority approval and a NTP Amendment.

*This NTP for a NTE of \_\_\_\_\_ is cumulative for this Agreement, which now totals \_\_\_\_\_.*  
The Authority Contract Manager for this NTP is \_\_\_\_\_

Project Manager Approval:	Procurement Officer approval for the Authority:	Accepted for the Contractor by:
_____ Signature	_____ Procurement Officer	_____ Signature Name:
Date	Date	Date

**BILLING SUMMARY**

This Invoice is for [ ] Progress OR [ ] Final Payment.

Sequential Invoice # for this Agreement is: [ ] .

GL Account Code	Authorized Expense Groups	Authorized To - Date	Prior Aprv'd Payments	This Billing	Total To - Date
	Total Authorized NTE Amount for All Groups				
Sum of Prior APPROVED Payments					
Sum for THIS INVOICE					
Sum of Prior Payments and this Invoice					
Balance of Authorized Amount					

GL Account – Fund – Appropriation – Contract – Project - Stage	PAYMENT REQUEST (Contractor):
	_____ Signature Name: _____ Date

**APPROVAL FOR PAYMENT**

PAYMENT RECOMMENDED (Authority Contract Manager): I certify this Invoice to be valid and accurate and that services were performed substantially in conformance with the contract requirements and schedule.	PAYMENT APPROVED (Authorized Authority Official): Based upon the Contract Manager's recommendation and certification, I hereby approve payment.
_____ Signature Name: _____ Date	_____ Signature Name: _____ Date



INSTRUCTIONS TO Contractor  
COST REIMBURSEMENT NOTICE TO PROCEED (NTP)  
& BILLING SUMMARY

1. **RETAIN AN UNMARKED**, as issued, **COPY OF THIS FORM** to be used for reproduction and billing.
2. If this NTP is unacceptable, notify the Authority immediately. If acceptable, acknowledge by signature where indicated on a copy of this NTP and return it within ten days after your company's receipt.
3. Submit monthly Invoices to the Authority Contract Manager named in this NTP. **Provide a copy of page one of this form as the FACE PAGE of each invoice submitted and with the following entries accurately completed:**
  - a) Indicate if the Invoice is for Progress or Final Payment and show the Sequential Invoice Number for this NTP.
  - b) Entries in the following columns: Prior Approved Payments, This Billing, and Total to Date for each Task Group; plus the SUM TOTALS for: Authorized To - Date, Prior APPROVED Payments, THIS INVOICE, Prior Payments plus this Invoice, and Balance of Authorized Amount.

*Note* "Prior APPROVED Payments" amounts may NOT be the same as the total of all your company's prior invoices if some items were disallowed or adjustments were made. If a prior billing has not been acknowledged with any payment, or a different amount from your company's billing was paid without notification to you of the reason(s), attach a request for an explanation and remedial action.

4. Sign, date and enter printed or typed name under "PAYMENT REQUEST (Contractor)" thereby attesting to the following:

"By signature on this form, the Contractor certifies entries to be true and correct for the services performed to date under or by virtue of said Agreement and in accordance with AS 36.30.400. The Contractor further certifies that all applicable Federal, State and Local taxes incurred by the Contractor in the performance of the services have been paid and that all Subcontractors engaged by the Contractor for the services included in any invoice shall be fully compensated by the Contractor for such services."

5. Substantiate all charges in each billing, other than for Fixed Prices or Fixed Fees, by attaching a summary of hours expended and hourly labor rate per employee; summary of units completed; subcontractor invoices; expense receipts, etc.; or other proof of expenditures.
6. Prime Contractor's Labor Cost shall be billed to the Contracting Authority within 45 days of performance. Subcontractors' Cost shall be billed to the Contracting Authority within 60 days of performance. All of the Contractor's and Subcontractors' Direct Costs (Expenses) shall be billed to the Contracting Authority within 90 days of being incurred. Charges submitted after the above stated times will, at the Contracting Authority's discretion, not be paid.
  - i. When each NTP is approximately 75% complete, the Contractor shall determine if the Authorized Amount(s) might be exceeded; and, if so, shall provide an estimate of cost to complete. The Contracting Authority will determine after discussion with the Contractor if additional cost is reasonable and does not include costs that should be absorbed by the Contractor. If additional cost is validated, a negotiated Amendment will be executed which either (1) reduces the scope of services/work products required commensurate with the Authorized Amount(s), or (2) increases the Authorized Amount(s) to that required for completion of the original contract scope.