



IMPORTANT NOTICE FOR  
REQUEST FOR PROPOSALS (RFP)  
**AIDEA- 15043**

**Public Relations and Ancillary Services**

**IMPORTANT**

Interested firms shall register online to receive addenda and other information at <http://www.aideaaeaprourement.org/>

The Authorities may provide periodic e-mail notices regarding addenda or clarifications regarding this solicitation to those companies who reply.

All addenda and other notices will be posted and available at <http://www.aidea.org/> "Quick Links" Procurement Opportunities.

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813 West Northern Lights Boulevard  
Anchorage, AK 99503  
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RFP ISSUE DATE: September 9, 2014

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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 **4 proposal hard copies** and **1 electronic copy in PDF or MS Word format on a CD or USB drive** to the Issuing Office, in a sealed envelope(s) clearly labeled and marked as a proposal in a manner noted below to avoid premature opening by staff:

**From: Offeror's Return Address**

To:     ATTN: Althea Clapp  
          Alaska Industrial Development and Export Authority  
          813 West Northern Lights Blvd., Anchorage, AK 99503  
          TITLE: RFP 15043 AIDEA Public Relations  
          DUE: October 1, 2014 - 2:00 p.m. Alaska Time

Proposals shall be received in accordance with this article at AIDEA office, **no later than 2:00 p.m., Alaska Standard Time, October 1, 2104**. Failure to meet the deadline will result in disqualification of the proposal without review.

Contact Information: Althea S. Clapp, Sr. Contracting Officer  
AIDEA, 813 W Northern Lights Boulevard, Anchorage, AK 99503  
Telephone 907-771-3018; E-Mail [aclapp@aidea.org](mailto:aclapp@aidea.org)

**1.02 Contract Term**

The initial period of performance is 2-years, with AIDEA's option to renew the contract for 4-additional 1-year renewal options.

AIDEA 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.

**1.03 Purpose of the RFP**

The Alaska Industrial Development and Export Authority, is soliciting proposals for a full range of public relations services and resources to assist AIDEA in its public involvement processes for its financing of significant projects. These projects may be long-term and complex involving both AIDEA and private partners requiring a well thought out public involvement process to ensure that the public, interested parties, and other stakeholders such as the Administration, Legislature, Borough and Municipal officials remain informed and involved throughout the process.

AIDEA anticipates contracting with a firm(s) 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 AIDEA with media relations, publication development and design, presentations, stakeholder and outreach meetings, 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 \$100,000 to \$300,000 annually subject to what is anticipated to be mainly project funding availability.

AIDEA 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 AIDEA.

The total contract will have an estimated not-to-exceed limit of \$1,800,000 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 NTPs awarded and available funds.

### **1.05 Location of Work**

AIDEA's headquarters is located within Anchorage, Alaska. Work may require travel to assist in public outreach to rural Alaska communities.

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/j/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 must carefully review the RFP for defects and questionable or objectionable material. Such defects must be reported to the Procurement Manager at the issuing office in writing and received prior to the deadline for receipt of proposals. This will allow sufficient time for the Procurement Manager to issue an amendment, if one is required; and it will help prevent the evaluation of proposals based on a defective RFP. Protests based on an omission, error, or the content of the RFP, will be disallowed if notice of the defect is not made as set out above.

Applicability of protest procedures, will be handled in accordance with 3 AAC 100.570. If a potential Offeror wishes to protest the alleged improprieties or ambiguities in this RFP, the protest must be received by the Procurement Manager in writing on or before Ten days prior to the opening date. Protests based on alleged improprieties or ambiguities in the RFP, will be disallowed if notice of the defect is not made as set out above.

### **1.09 Questions Received Prior to Deadline for Receipt of Proposals**

All questions must be addressed to the Procurement Manager. Two types of questions generally arise. One may be answered over the telephone by directing the questioner to a specific section of the RFP. Other questions may be more complex and may require a written amendment to the RFP. The Procurement Manager will make that decision. The interested party must confirm telephone conversations that involve complex questions by following up in writing.

### **1.10 Addendum**

If an Addenda and other notices are issued they will be posted and available on AIDEA's website at: <http://www.aideaaeprocmement.org/Admin>

No oral change or interpretation of any provision contained in this RFP made by any employee or representative of AIDEA at any time during the solicitation process should be construed by an Offeror as either an addition or change to the RFP. Written addenda will be issued when changes, clarifications, or amendments to this RFP are deemed necessary by the Contracting Officer.

An interested Offeror may request modifications to the scope, specifications, deadlines, or administrative requirements. Final acceptance or denial of any request is the decision of the Procurement Manager. Failure of the Procurement Manager to respond in writing to a request for addenda to the RFP shall be considered a rejection of the request.

It is the Offeror's responsibility to assure they have received and reviewed all addenda and notices related to the RFP. Proposals that fail to address material requirements in any addenda may be rejected as non-responsive.

### **1.11 Alternate Proposals**

Offerors may only submit one (1) proposal for evaluation. Alternate proposals, proposals that offer something different from the scope of services herein shall be declared non-responsive.

### **1.12 Right of Rejection**

Offerors must comply with all of the terms of the RFP, with 3 AAC 100, AIDEA's Procurement Regulations, and all applicable local, state, and federal laws, codes, and regulations.

The Procurement Manager, based on recommendations of the Evaluation Committee, may reject any proposals that do not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

The Procurement Manager may waive minor informalities which, 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; and/or, do not constitute a substantial reservation against a requirement or provision.

AIDEA reserves the right to reject all proposals if it is determined that award would not be in the best interest of AIDEA in accordance with 3 AAC 100.180. If all proposals are rejected, they will be returned in accordance with 3 AAC 100.190.

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

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

### **1.14 Disclosure of Proposal Contents**

All proposals and related documents submitted in response to this RFP are considered public documents and subject to 3 AAC 100.360.

3 AAC 100.360(d) requires the Procurement Manager open proposals so as to avoid disclosure of contents to competing Offerors during the process of negotiations. All proposal information will be kept confidential until the Notice of Intent to Award is issued.

3 AAC 100.360(e) provides to the extent the Offeror designates and the Procurement Manager concurs, trade secrets and other proprietary data contained in proposals may be considered confidential. Any information and documents the Offeror considers is proprietary or a trade secret must be clearly marked "Confidential" in the proposal and include a brief statement as to the need for confidentiality. AIDEA will follow the process identified under 7.1.2, in reviewing any request-for-information to be considered confidential.

Offerors are advised that, it is AIDEA's position that the cost information provided in response to this solicitation is not considered proprietary and AIDEA will not sign any Offeror's non-disclosure agreement.

The contract files will include a copy of each proposal submitted and will be open to reasonable

inspection by the public. (Ref 3 AAC 100.700) Information that the Procurement Manager concurs is confidential will be kept in a sealed envelope with the contract file.

All proposals and ancillary documentation submitted become the property of AIDEA. They may be returned to Offerors at AIDEA's option.

AIDEA will keep one (1) copy of each proposal submitted a minimum of two-years. The successful proposal will be kept on file for the duration of the contract plus seven-years.

### **1.15 Subcontractors**

The Offerors may subcontract portions of the project tasks. Offerors will be required to submit the names and addresses of all subcontractors and the type and percentage of work they will be providing.

The successful contractor must supply proof of appropriate subcontractors' Alaska business licenses for those businesses that will be doing work inside Alaska, within a reasonable time, after the Notice of Intent to Award is issued according to 3 AAC 100.310.

### **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) with 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 Executive Director of AIDEA 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. AIDEA's Executive Director's determination regarding any questions of conflict of interest shall be final.

### **1.19 Right to Inspect Place of Business**

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

### **1.20 Solicitation Advertising**

Public notice has been provided in accordance with 3 AAC 100.

### **1.21 News Releases**

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

### **1.22 Assignment**

The Contractor may not assign or novate any portion of the contract without prior written approval from AIDEA's Contracting Officer.

### **1.23 Disputes**

Any contract dispute associated with this RFP or the contract will be resolved in accordance with AIDEA's Procurement Code and Regulations 3 AAC 100.

### **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.

## **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 date set as the deadline for receipt of proposals.

### **2.02 Pre-proposal Conference**

None.

### **2.03 Site Inspection**

None.

### **2.04 Addenda 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 AIDEA's request in accordance with 3 AAC 100.

### **2.05 Supplemental Terms and Conditions**

Proposals must comply with Section **1.12 Right of Rejection**. However, if the AIDEA fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that 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 AIDEA'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.

### **2.06 Clarification of Offers**

AIDEA's Contracting Officer shall answer contractual, technical or procedural questions regarding this RFP. All questions, that require clarification or interpretation of this RFP, which cannot be answered by careful review of the document, must be received in writing at the issuing office address on or before the 4:00 PM Local Time ten (10) days prior to the opening date. The Procurement Manager will respond in writing to questions, which cannot be answered by directing the Offeror to the appropriate section of the RFP; and copies of written responses to questions will be made available to all parties that receive the RFP.

Questions and/or correspondence concerning protest of the intent to award of a contract (See Section 2.24) shall be addressed to:

Althea Clapp, Sr. Contracting Officer  
Alaska Industrial Development and Export Authority  
813 West Northern Lights Blvd., Anchorage, AK 99503  
Phone (907) 771-3951  
Email aclapp@aidea.org

## **2.07 Discussions with Offerors**

AIDEA may conduct discussions with offerors. 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.

## **2.08 Minimum Contractor Qualifications**

Offeror's who are interested in responding to this solicitation must demonstrate in their proposal they meet the following minimum requirements:

1. Offeror has a current Alaska business license;
2. Minimum of five (5) years of experience in providing public relation type services to public entities, rural Alaska experience is desired;
3. Submit a proposal as requested in Section 6 of this solicitation.

Proposals that fail to demonstrate meeting these requirements may be determined as non-responsive

## **2.09 Evaluation of Proposals**

All responsive proposals received will be reviewed and evaluated by a committee made up of AIDEA's representatives or staff. Other representatives may be added as appropriate, provided the Evaluation Committee is made up of at least the designated Procurement Manager and two Authority employees in accordance with 3 AAC 100.370. Each member shall exercise independent judgment and no member's vote or score will be weighted more than any other member. The evaluation will be based on the evaluation factors set out in this RFP.

## **2.10 Vendor Tax ID**

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the AIDEA's request; required to set firm up as a Vendor in AIDEA's Accounting System.

## **2.11 F.O.B. Point**

All goods purchased through this contract will be F.O.B. AIDEA's Headquarters Anchorage Alaska; unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

## **2.12 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.

### **2.13 Alaska Offeror's Preference**

Each qualified Alaskan Offeror will receive 5% of the total available points, added to their evaluation score, as a preference.

### **2.14 Contract Negotiation**

Upon completion of the evaluation process, contract negotiations will commence in accordance with 3 AAC 100.410. AIDEA shall conduct Contract negotiations at AIDEA's Office Building, 813 West Northern Lights Blvd., Anchorage, Alaska, or by teleconference.

### **2.15 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,

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

### **2.16 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.

### **2.17 Protest After Award**

In accordance with 3 AAC 100.570, an interested party may protest an award of contract or the proposed award of a contract, or a solicitation by an agency. The protest shall be received in writing at the address below within ten (10) calendar days after the Notice of Intent to Award is issued.

Tom Erickson, Chief Procurement Officer  
Alaska Industrial Development and Export Authority  
813 West Northern Lights  
Anchorage, AK 99503

The protest must include the following information:

1. The name, address, and telephone number of the protester;
2. The signature of the protester or the protester's representative;
3. Identification of the contracting agency and the solicitation or contract at issue;
4. A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
5. The form of relief requested.

Protests filed by e-mail without a signature are not acceptable. Fax copies of the protest containing a signature or scanned e-mail attachments with a signature are acceptable.

AIDEA shall notify Offerors of receipt of a protest. Review of protests, decisions of the Procurement Manager, hearings and appeals shall be conducted in accordance with 3 AAC 100.570.

### **SECTION THREE STANDARD CONTRACT INFORMATION**

#### **3.01 Contract Type**

Contract(s) awarded through this RFP shall be non-guaranteed term contract. The initial term of the contract is two (2) years from contract award, with four (4) additional one-year renewal options. The total dollar amount of said contract is estimated not-to-exceed \$1,800,000.

AIDEA makes no guarantee as to the amount of work that will be available during the life of the contract. Work shall be requested from the contractor on an as needed basis using AIDEA's Notice to Proceed (NTP) process outlined within this RFP. Extensions to previously authorized NTP(s) may be granted by AIDEA to ensure authorized work is satisfactorily completed; however, no new work (no new NTPs) may be assigned or undertaken past the life of the contract. AIDEA reserves the right to assign NTP's issued under an expiring contract to a new contract provide the new contract is to the same Contractor and the new contracts scope of services addresses the same services being provided within the NTP. AIDEA may assign the NTPs to a new contractor if it is in its best interest, or cancel the NTPs in entirety.

#### **3.02 Contract Approval**

This RFP does not, by itself, obligate AIDEA. AIDEA's obligation will commence when the contract is signed by all parties. Upon written notice to the contractor, AIDEA may set a different starting date for the contract. AIDEA will not be responsible for any work done by the contractor without an authorized NTP, even work done in good faith, if it occurs prior to the NTP start date set by AIDEA.

#### **3.03 Standard Contract Provisions**

The contractor will be required to sign and submit AIDEA's Standard Agreement Form for Professional Services Contracts (Attached herein). 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**

AIDEA reserves the right to include additional terms and conditions during the contract negotiations. These terms and conditions must be within the scope of the original RFP and contract documents, and will be limited to cost, clarification, definition, and administrative and legal requirements.

If after award of a contract:

- 1) A conflict arises between terms offered in contractor's proposal and the terms of the contract or RFP, the terms of the contract or RFP will prevail; and
- 2) AIDEA's rights would be diminished as a result of application of a contractor's supplemental term or condition included in the Contractor's proposal, the supplemental term or condition will be considered null and void.

### **3.06 Insurance Requirements**

Refer to Appendix B of the Contract Document attached herein.

### **3.07 Bid Bond - Performance Bond - Surety Deposit**

None.

### **3.08 Contract Funding**

Funding is AIDEA's operating and project funding and shall be determined at the time of NTP execution.

### **3.09 Proposed Payment Procedures**

Payments are NET30 upon receipt of authorized NTP, Contractor's invoice, and appropriate backup.

### **3.10 Contract Payment**

All costs associated with the contract must be stated in U.S. currency. Payments may be issued by mailed check or electronic funds transfer.

### **3.11 Informal Debriefing**

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

### **3.12 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 or Contracting Officer. Personnel changes that are not approved by AIDEA may be grounds for the state to terminate the contract.

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

The contractor is responsible for the completion of all work set out by NTP. All work is subject to inspection, evaluation, and approval by the project director. AIDEA 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 for termination the contract. In this event, AIDEA may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

### **3.14 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 AIDEA's termination rights under the contract provisions of Appendix A, attached.

### **3.15 Liquidated Damages**

None.

### **3.16 Contract Changes - Unanticipated Amendments**

During the course of the 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.

The contractor will not commence additional work until the project director has secured any required AIDEA approvals necessary for the amendment and issued a written contract amendment, approved by AIDEA.

### **3.17 Contract Invalidation**

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

### **3.18 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 (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.).

#### **SECTION FOUR BACKGROUND INFORMATION**

AIDEA 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 1967 to promote and develop economic diversity throughout the state and to increase opportunities for employment of the state's residents.

AIDEA accomplishes its mission by providing affordable, long-term asset financing. AIDEA has a number of programs that provide loans, bonds, credit enhancements, loan participations and direct investments for a broad range of industry sectors, energy, and economic development projects and infrastructure.

The overall goal is to assist AIDEA with the implementation of strategic communications plans for those projects that require it. These should enhance the awareness of AIDEA's projects with multiple audiences, and develop effective means of communications with the affected communities, stakeholders and partners in the project.

AIDEA anticipates well thought out and presented public outreach plans 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 AIDEA is available at [www.aidea.org](http://www.aidea.org).

## **SECTION FIVE SCOPE OF WORK**

### **5.01 Scope of Work**

The Alaska Industrial Development and Export Authority is soliciting proposals for Public Relations and Communications services.

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

The goal of this project is to have a competent Contractor to be responsible for document design, editing, publication, and distribution; advertising; web communications; public 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, websites or newsletters.
- ✓ Design, edit, and produce reports developed by AIDEA for public distribution.
- ✓ Design, develop and prepare informational press packets or media releases in cooperation with AIDEA personnel.
- ✓ Provide assistance in developing media, PowerPoint, Prezi© or video presentations, to be used to promote AIDEA projects for speaking events.

#### **Advertising**

Work may involve creating promotional opportunities; the placement of print; radio; and television advertising to promote AIDEA projects and events. 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 which promote projects or activities.

#### **Web Communications**

Provide assistance with AIDEA web sites. Work may include:

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

#### **Strategic Communications Planning**

- ✓ Identify and assist AIDEA 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 AIDEA to determine the best strategy for educating their clients or potential clients regarding projects or programs in rural and urban Alaska and within different industry sectors.
- ✓ Provide recommendations and implement programs that would increase public awareness through public information campaigns and special events on the various AIDEA financed projects.
- ✓ Assist as needed in preparing press releases or public presentation materials.
- ✓ Communicate positively with the various Alaskan cultural populations and communicate messages without cultural miscommunication.
- ✓ Present complex concepts in plain English and/or graphic representations.
- ✓ Analyze public perceptions and obtain community feedback to provide AIDEA with community information needs, expectations, and lessons learned.

#### **Other Related Services**

- ✓ Facilitate and organize town hall meetings.
- ✓ Assist AIDEA 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 AIDEA with high quality solutions in the areas of web enhancements, function arrangements, developing graphics, assisting with major revisions to text and revising content upon request, and supplying stock pictures.
- ✓ Create and edit digital maps and charts.

#### **5.03 Notice to Proceed (NTP) Process**

Once a contract is established, the Contractor will provide AIDEA with a proposal for each task (project) as needed. Specific NTPs are issued, as funds are made available for specific tasks. AIDEA intends to follow a process shall be cost efficient to produce high quality end products.

AIDEA will use the following NTP assignment process for specific projects:

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

1. AIDEA will request a proposal from the Contractor by e-mail, telephone or facsimile. AIDEA 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 proposal by email or facsimile in response to AIDEA'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 AIDEA;
  - e. Cost proposal to complete the NTP 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 AIDEA 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 NTP scope, terms, schedule, and cost will be agreed to in writing and signed by the Contractor, Project Manager and AIDEA Procurement.

#### **5.04 Other Considerations**

1. A representative of the Contractor shall be available by telephone, email or in person to AIDEA 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 AIDEA.
4. Sub-contractors may be used by the Contractor subject to Authority written 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 NTP.
5. The Contractor may be required to provide a detailed description of the Sub-contractor's work in response to a NTP and copies of agreements between the Sub-contractor and the Contractor.
6. AIDEA 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 NTP requests timely or failure to complete work on time may be grounds for termination of the contract.
10. AIDEA 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 AIDEA, 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 are the property of AIDEA 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 AIDEA. The Contractor shall direct any request for documents, data or other records to the project manager.
12. Contractor must be able to perform within the State of Alaska's "look and feel" web standards.

**SECTION SIX  
PROPOSAL FORMAT AND CONTENT**

AIDEA discourages 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 cover letter, resumes, title page(s), index/table of contents, fee schedule, attachments, or dividers). AIDEA'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.

**6.1 Introduction**

The Proposal response shall include a cover letter containing the legal name and address of the firm; name of the contact person, mailing address, and telephone number; email address and a statement indicating the firm meets the minimum contractor requirements. Include reference to the firm's current Alaska Business License number; a statement confirming the proposal is valid for sixty (60) days; a certification as appropriate, that the firm qualifies as an Alaskan; and include any potential issues, which may be construed as a conflict of interest or appearance of conflict.

Include a title page showing:                   RFP # AIDEA 15043  
  Firm's Name  
  Date of Proposal

Include a Table of Contents.

**6.2 Understanding the Work and Commitment**

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 the minimum contractor requirements. Discuss similarities and differences between the AIDEA's work described in this RFP and similar work your company may have done in the past.

Describe your company's availability to commit to this work described herein. 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 AIDEA's work, or where your company may encounter potential conflicts in providing services for AIDEA.

Include a statement that your firm understands that as a consultant it will not compete for additional work for the AIDEA, in which your firm was involved with developing any scope of work or defining the specifications for the solicitation. List any actual or perceived conflicts of interest, as addressed herein.

**6.3 Personnel and Firm Qualifications and Experience**

Include a statement of qualifications and resumes for all key personnel designated to perform work under this RFP. The statement of qualifications including:

- 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.
- A listing of key subcontractors that may be directly involved in this contract that you routinely work with, how they relate to your organization, and what their role may be in this contract.

Identify the Primary Project Manager who will act as the key point of contact with AIDEA for task coordination and management. Identify any other proposed Project Managers and discuss their organizational relationship with the Primary Project Manager. For each Project Manager and the Primary Project Manager, describe specific qualifications and experience related to management of similar projects as well as experience specific to the discipline for which the proposal is being submitted.

Include resumes for key personnel (limited to one page per person listed), for both prime and subcontractors and include as a minimum:

- Education including current certifications and professional memberships;
- Work history with reference names and phone numbers; and
- A brief description of specific projects they were involved with and their role on that project.

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.

Provide examples of 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.
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.

#### **6.4 Methodology**

Briefly discuss your approach for providing AIDEA 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 AIDEA. 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.

Discuss the firm's location where the primary services are to be provided and the ability to meet in person with AIDEA personnel when required during the performance of the contract. Discuss your firm's experience with providing outreach to rural Alaskan communities.

#### **6.5 Fee Schedule**

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 fully loaded, billable labor rates all inclusive of overhead, G&A, fringe benefits, profit, insurance, etc. and appear in an hourly rate format. Offerors who fail to address all the cost required herein may have their proposal rejected as

non-responsive.

Contractor's employees on travel status will be compensated for food and lodging expenses 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 7/1/2011 can be found at: <http://doa.alaska.gov/dof/travel/resource/rates.pdf>.

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

**Cost** - In order to be considered responsive, Offers shall provide two pieces 1) a list of all potential key personnel and subcontractors including their fully loaded billable hourly rates to be used in a potential contract; and the Fee work Sheet below using billable hourly rates in the format stated below. This Fee Work is for the purposes of evaluating cost only and is not tied to any "real" project.

A \$0 non-charged rate is not acceptable; and will cause cost to be rejected in its entirety.

Fee Work Sheet

Category	Hourly Rate/Cost	X Estimated Hours	= Total
Project Manager		90	\$
Account Coordinator		75	\$
Writer Editor		55	\$
Computer Graphics Artist		20	\$
Web Designer		20	
Traffic Manager		10	\$
Totals		270	\$

Firm Name: \_\_\_\_\_

Submitted By: \_\_\_\_\_ Signature \_\_\_\_\_

Telephone No: \_\_\_\_\_ Date \_\_\_\_\_

**SECTION SEVEN  
EVALUATION CRITERIA AND CONTRACTOR SELECTION**

Understanding work and Commitment	15
Experience and Qualifications	40
Methodology Used for the Project	20
Cost	20
Alaska Offeror Preference	5
Total	100

**Understanding work and Commitment (15 Percent)**

Proposals will be evaluated against the questions set out below:

- [a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of work and AIDEA’s mission?
- [b] How well has the offeror identified pertinent issues and potential problems related to the scope of work?
- [c] To what degree has the offeror demonstrated an understanding of the deliverables AIDEA expects it to provide?

**Experience and Qualifications (40 Percent)**

Proposals will be evaluated against the questions set out below:

- [a] Do the individuals assigned to the project have creative experience on similar projects?
- [b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- [c] How extensive is the applicable education and experience of the personnel designated to work on the project?

*Questions regarding the firm:*

- [d] How well has the firm demonstrated experience in completing similar projects on time and within budget?
- [e] How well has the firm demonstrated experience in communicating positively and clearly with the various Alaskan cultural populations?
- [f] How successful is the general history of the firm regarding timely and successful completion of projects?
- [g] Has the firm provided letters of reference from previous clients?



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

**Methodology Used for the Project (20 Percent)**

Proposals will be evaluated against the questions set out below:

- [a] What resources can the offeror provide in order to meet AIDEA’s needs?
- [b] What types of creative ideas does the firm offer?
- [c] Does the firm offer any unique experience that would be helpful in assisting AIDEA?
- [d] What is the firm’s typically method of presenting ideas to agencies?
- [e] Location of Firm and its ability to react in a timely fashion to AIDEA’s requests.

**Cost (20-Percent)**

20% of the total evaluation points will be assigned to cost. The lowest cost proposal based on the Fee Work Sheet 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 6; Offers shall provide two pieces 1) a list of all potential key personnel and subcontractors including their fully loaded billable hourly rates to be used in a potential contract; and the Fee work Sheet in the format provided.

Fee Work Sheet

Category	Hourly Rate/Cost	X Estimated Hours	= Total
Project Manager		90	\$
Account Coordinator		75	\$
Writer Editor		55	\$
Computer Graphics Artist		20	\$
Web Designer		20	
Traffic Manager		10	\$
Totals		270	\$

Firm Name: \_\_\_\_\_

Submitted By: \_\_\_\_\_ Signature \_\_\_\_\_

Telephone No: \_\_\_\_\_ Date \_\_\_\_\_

**Alaska Offeror Preference (5 Percent)**

If an offeror attests to receive an Alaska Offeror Preference; a preference of 5 available points shall be awarded to the criteria.

**SECTION EIGHT**  
**Attachment – Sample Contract and NTP**

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## STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

<b>1. Agency Contract Number</b>	<b>2. Description of Professional Services</b>	<b>Project Manager</b>
<b>3. Vendor Contact email</b>	<b>4. Telephone and Fax Number</b>	<b>5. Alaska Business License Number</b>
This contract is between		
<b>6. Alaska Industrial Development and Export Authority (AIDEA)</b>	<b>7. Division of</b> Dept. of Commerce	hereafter <b>AIDEA or the Authority, and</b>
<b>8. Contractor</b>  <span style="color: blue; font-family: sans-serif;">SAMPLE</span> <span style="float: right;">Hereafter the Contractor</span>		
<b>9. Mailing Address</b>		
<b>10.</b> <p><b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>ARTICLE 2. Performance of Service:</b></p> <p style="margin-left: 20px;"><b>2.1 Appendix A (General Provisions), governs the performance of services under this contract.</b></p> <p style="margin-left: 20px;"><b>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</b></p> <p style="margin-left: 20px;"><b>2.3 Appendix C sets forth the services to be performed by the Contractor.</b></p> <p><b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins _____ and Ends _____.</p> <p><b>ARTICLE 4. Considerations:</b></p> <p style="margin-left: 20px;"><b>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.</b></p> <p style="margin-left: 20px;"><b>4.2 When billing the Authority, the Contractor shall submit the invoicing documents by:</b>  <b>US Mail too: AIDEA, 813 West Northern Lights Blvd, Anchorage, AK 99503-2495 (or)</b>  <b>Email to <a href="mailto:AIDEAAP@aidea.org">AIDEAAP@aidea.org</a>,</b>  <b>Please do not duplicate.</b></p>		
<b>11. CONTRACTOR</b>		<b>13. 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.  This contract has no effect until signed by the head of contracting agency or designee.
<b>Name of Firm</b>		
<b>Signature of Authorized Representative</b>	<b>Date</b>	
<b>Typed or Printed Name and Title of Authorized Signee</b>		
<b>12. Alaska Industrial Development and Export Authority (AIDEA)</b>		<b>Date</b>
<b>Signature of</b> Ted Leonard – AIDEA Executive Director		<b>14. Signature of</b>

**Article 1 Definitions**

- 1.1 In this contract and appendices, "Project Manager" means the Deputy Director-Commercial Finance named on page 1, or his successor; "Agency Head" means the Executive Director who signs this contract on behalf of the Authority and includes a successor or authorized representative; and "Procurement Officer" means the Authority's procurement officer named on page 1, or his successor.
- 1.2 "Authority" means the Alaska Industrial Development and Export Authority for which this contract is to be performed and for which the Executive Director or Authorized Designee acted in signing this contract.

**Article 2 Inspection and Reports**

- 2.1 The Authority 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**

- 3.1 Any dispute arising under this contract not disposed of by mutual agreement shall be decided in accordance with 3 AAC 100.

**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, and 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, and 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 any 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 that 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 Full 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 the contract.

#### **Article 5 Termination**

The Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the Authority. The Authority is liable only for payment in accordance with the payment provisions of this contract for costs incurred before the effective date of termination.

#### **Article 6 No Assignment or Delegation**

The Contractor may not assign, novate, 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 Authority.

#### **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 Authority 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 Authority under this contract.

## **Article 10 Ownership of Documents**

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this contract for the Authority or delivered to the Authority are produced for hire and remain the sole property of the Authority and may be used by the Authority 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, shall 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. Subject to the dispute resolution process provided for in Article 3 above, all actions concerning this contract shall be brought in the Superior Court of the State of Alaska and not elsewhere. The Contractor consents to the jurisdiction of 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.

## **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 Authority 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 Contract for Similar Services**

The Authority may contract for similar services from other contractors during the term of this contract.

## **Article 16 Review of Applications**

The Contractor will be excluded from reviewing applications where in the judgment of the Authority there is an appearance or actual conflict of interest.

## **Article 17 Conflict of Interest**

Promptly after execution of this contract, Contractor shall provide a statement indicating whether or not the firm or any individual working on the contract has a possible conflict of interest. If there is a conflict of interest or appearance of such a conflict, a brief description of the nature of the conflict must be included in the statement. The Authority will evaluate the nature of the conflict, Contractor's statement, and make a determination whether in its opinion a conflict of interest exists. This decision shall be made solely in the Authority's best interest. If a conflict of interest is discovered after contract award, the Authority, after review of the facts surrounding the conflict, may terminate the contract in its entirety.

## **Article 18 Subcontractors**

Contractor may subcontract portions of a specific work order or offer the services of other firms. The Contractor will be required to submit the names and addresses and other required information of all subcontractors. If subcontractors are added in order to respond to a specific work order the contractor will be required to provide information about the subcontractor with their work order proposal.

The Contractor must submit proof of proposed subcontractors' Alaska business licenses and insurance for those businesses working in Alaska within a reasonable time after this contract is executed.

If Contractor proposes to accomplish more than 50% of the work through subcontractors, they must provide a written statement that they are not operating as a joint venture with the other contractors and will be solely responsible for all work products, profits, and losses, as they relate to the performance of this contract. The Authority may terminate the contract in its entirety for any failure to comply with the preceding sentence.

## **Article 19 Force Majeure**

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

## **Article 20. Contractor's signature certifies that:**

- 1) all services provided under this contract by the Contractor shall be performed in the United States; and
- 2) 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 is located at the following website: <http://www.state.gov/g/tip/> Failure to comply with (a) or (b) of this requirement will cause AIDEA to cancel the contract.

## Appendix B INDEMNIFICATION & 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.

(Revised 12-11)



## Appendix C SCOPE OF WORK

Contractor shall provide the following services and deliverables:

Complete at a minimum the following tasks:

**Deliverables:**

**Schedule:**

## Appendix D CONSIDERATION

1. Contract Type
2. Rates



# NOTICE TO PROCEED & BILLING SUMMARY

For:

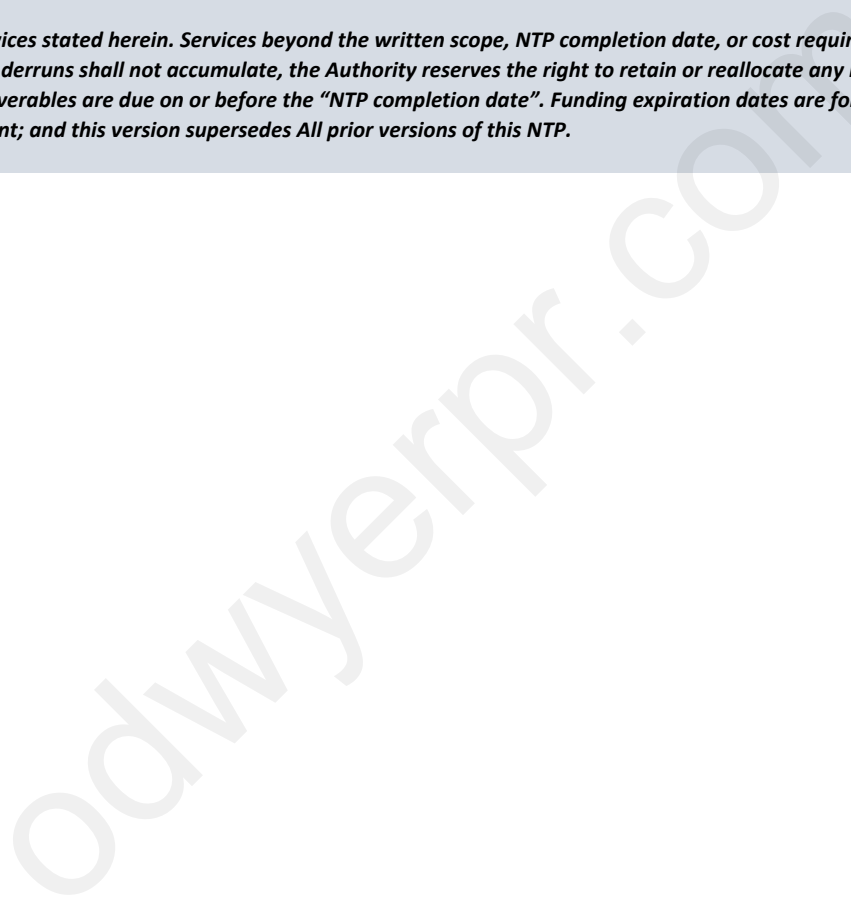
NTP No:  
 Agreement No:  
 Accounting Ref No.:  
 Contract Expiration Date:  
 Contract Authorization to Date:

NTP Completion Date:  
 Amount of this NTP/Amend.:  
 Method of Payment:

Contractor:  
 Project Title:  
 Category of Services:

## NOTICE TO PROCEED

*Contractor shall provide services stated herein. Services beyond the written scope, NTP completion date, or cost require Authority approval through written amendment. Cost underruns shall not accumulate, the Authority reserves the right to retain or reallocate any remaining funds resulting from cost underruns. All deliverables are due on or before the "NTP completion date". Funding expiration dates are for internal use only. NTPs are cumulative for this Agreement; and this version supersedes All prior versions of this NTP.*



Phone:

The Agency Project Manager for this NTP is:

Fax: 907-771-3044

Accepted for the Contractor by		Project Manager Approval		AIDEA and AEA Procurement Dept	
Signature	Date	Signature	Date	Signature	Date
Name		Name	0	Name	



# NOTICE TO PROCEED & BILLING SUMMARY

NTP No: 0  
 Agreement No: 0  
 Accounting Ref No.: 0  
 Contract Expiration Date: 1/0/00  
 Contract Authorization to Date: \$0.00  
 NTP Completion Date: 1/0/00  
 Amount of this NTP/Amend.: \$0.00  
 Method of Payment: 0

For: 0  
 Contractor: 0  
 Project Title: 0  
 Category of Services: 0

## NOTICE TO PROCEED

## BILLING SUMMARY

Contractor Invoice Number \_\_\_\_\_ for billing period \_\_\_\_\_ If Final Invoice check here [ ]

GL Account Code	Internal Fund Exp Date	Authorized Task Groups	Authorized To - Date	Prior Approved Payments	This Billing	Total To - Date
<b>Total Amount Authorized for All Groups</b>			<b>\$0.00</b>			
<b>Sum of Prior APPROVED Payments</b>				<b>0.00</b>		
<b>Sum for THIS INVOICE</b>					<b>0.00</b>	
<b>Sum of Prior Payments and this Invoice</b>						<b>0.00</b>
<b>Balance of Authorized Amount</b>						<b>\$0.00</b>

### Payment Request & Certification: (Contractor)

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

Construction - Department of Labor Close-Out Required? \_\_\_\_\_ Name: 0

### Approval for Payment

PAYMENT RECOMMENDED (Agency Project 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 Agency Official): Based upon the Project Manager's recommendation and certification, I hereby approve payment.

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

Name: 0 Name: \_\_\_\_\_

**INSTRUCTIONS TO CONTRACTOR for  
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 Contracting Agency immediately. If acceptable, acknowledge by signature where indicated on a copy of this NTP and return it within ten days after your receipt.
  - 3 Submit monthly Invoices to the Authority Accounting Department, 813 W Northern Lights Blvd, Anchorage, AK 99503. 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) Write the Invoice Number and billing period, and indicate if it is final billing if appropriate.  
  
Entries in the following columns: Prior Approved Payments, This Billing, and Total to Date for each Task Group;
    - b) 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 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 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 **When Applicable, ATTACH A CURRENT COPY OF EXHIBIT C-4, COST REIMBURSEMENT BILLING DETAIL FORM (from Appendix C of the Agreement) to each invoice. Internally check the form and correct mathematical extensions. The Contracting Agency may return erroneous invoices for correction before processing for payment.**
  - 6 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.
  - 7 Prime Contractor's Labor and Indirect Cost shall be billed to the Contracting Agency within 45 days of performance. Subcontractors' Labor and Indirect Cost shall be billed to the Contracting Agency within 60 days of performance. All of the Contractor's and Subcontractors' Other Direct Costs (Expenses) shall be billed to the Contracting Agency within 90 days of being incurred. Charges submitted after the above stated times will, at the Contracting Agency's discretion, not be paid.
  - 8 Contractor shall notify the Authority when the NTP or any single task is approximately 75% complete; at such time, if Contractor determines authorized funds may be insufficient to complete the scope of work, contractor shall provide an estimate of cost to complete. The Authority will determine after discussion with 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 Work commensurate with the Authorized Amount(s), or (2) increases the Authorized Amount to a level required for completion of the original Scope of Work.
  - 9 "By providing goods or services through this PO you are certifying that you are eligible to receive federal funding and not on a debarred or suspension list under 29 CFR Part 29."