

STATE OF ALASKA REQUEST FOR PROPOSALS



ALASKA PERMANENT
FUND CORPORATION

COMMUNICATIONS SUPPORT SERVICES

RFP APFC-FY23-007

ISSUED MARCH 2ND, 2023

THE ALASKA PERMANENT FUND CORPORATION (APFC) IS SOLICITING PROPOSALS FOR A COMMUNICATIONS
OFFEROR

ISSUED BY:

DEPARTMENT OF REVENUE
ALASKA PERMANENT FUND CORPORATION

PRIMARY CONTACT:

JEDEDIAH SMITH
PROCUREMENT OFFICER
JSMITH@APFC.ORG
(907) 500-3831

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 NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

TABLE OF CONTENTS

SECTION 1. INTRODUCTION & INSTRUCTIONS	4
SEC. 1.01 PURPOSE OF THE RFP.....	4
SEC. 1.02 BUDGET.....	4
SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS.....	4
SEC. 1.04 REQUIRED REVIEW.....	4
SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS.....	4
SEC. 1.06 RETURN INSTRUCTIONS.....	5
SEC. 1.07 ASSISTANCE TO OFFERORS WITH A DISABILITY.....	6
SEC. 1.08 AMENDMENTS TO PROPOSALS.....	6
SEC. 1.09 AMENDMENTS TO THE RFP.....	6
SEC. 1.10 RFP SCHEDULE.....	7
SEC. 1.11 PRE-PROPOSAL CONFERENCE.....	8
SEC. 1.12 ALTERNATE PROPOSALS.....	8
SEC. 1.13 NEWS RELEASES.....	8
SECTION 2. BACKGROUND INFORMATION	9
SEC. 2.01 BACKGROUND INFORMATION.....	9
SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION	10
SEC. 3.01 SCOPE OF WORK.....	10
SEC. 3.02 THE WORK ORDER PROCESS.....	13
SEC. 3.03 WORK ORDER ONE – PRODUCTION OF ANNUAL REPORT.....	13
SEC. 3.04 OTHER CONSIDERATIONS.....	14
SEC. 3.05 CONTRACT TERM AND WORK SCHEDULE.....	14
SEC. 3.06 DELIVERABLES.....	14
SEC. 3.07 CONTRACT TYPE.....	15
SEC. 3.08 PROPOSED PAYMENT PROCEDURES.....	15
SEC. 3.09 CONTRACT PAYMENT.....	15
SEC. 3.10 CONTRACT PRICE ADJUSTMENTS.....	15
SEC. 3.11 LOCATION OF WORK.....	16
SEC. 3.12 SUBCONTRACTORS.....	16
SEC. 3.13 JOINT VENTURES.....	16
SEC. 3.14 RIGHT TO INSPECT PLACE OF BUSINESS.....	17
SEC. 3.15 F.O.B. POINT.....	17
SEC. 3.16 CONTRACT PERSONNEL.....	17
SEC. 3.17 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES.....	17
SEC. 3.18 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS.....	17
SEC. 3.19 NONDISCLOSURE AND CONFIDENTIALITY.....	17
SEC. 3.20 INDEMNIFICATION.....	18
SEC. 3.21 INSURANCE REQUIREMENTS.....	18
SEC. 3.22 TERMINATION FOR DEFAULT.....	19
SECTION 4. PROPOSAL FORMAT AND CONTENT	20
SEC. 4.01 PROPOSAL FORMAT AND CONTENT.....	20
SEC. 4.02 INTRODUCTION.....	20
SEC. 4.03 SUPPORTING SERVICES/COLLABORATION.....	20
SEC. 4.04 METHODOLOGY AND/OR MANAGEMENT PLAN.....	20
SEC. 4.05 EXPERIENCE AND QUALIFICATIONS.....	20
SEC. 4.06 WORK ORDER ONE – FY23 ANNUAL REPORT.....	21
SEC. 4.07 VALUE ADD.....	21

SEC. 4.08	COST PROPOSAL	21
SEC. 4.09	EVALUATION CRITERIA	21
SECTION 5.	EVALUATION CRITERIA AND OFFEROR SELECTION	22
SEC. 5.01	SUPPORTING SERVICES/COLLABORATION (10%)	22
SEC. 5.02	METHODOLOGY AND/OR MANAGEMENT PLAN (15%).....	22
SEC. 5.03	EXPERIENCE AND QUALIFICATIONS (20%)	22
SEC. 5.04	WORK ORDER ONE – PRODUCTION OF FY23 REPORT (20%).....	22
SEC. 5.05	VALUE ADD (5%).....	23
SEC. 5.06	CONTRACT COST (20%).....	23
SEC. 5.07	ALASKA OFFEROR PREFERENCE (10%)	23
SECTION 6.	GENERAL PROCESS INFORMATION.....	24
SEC. 6.01	INFORMAL DEBRIEFING	24
SEC. 6.02	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES.....	24
SEC. 6.03	CLARIFICATION OF OFFERS	24
SEC. 6.04	DISCUSSIONS WITH OFFERORS.....	25
SEC. 6.05	EVALUATION OF PROPOSALS	25
SEC. 6.06	CONTRACT NEGOTIATION	25
SEC. 6.07	FAILURE TO NEGOTIATE.....	25
SEC. 6.08	OFFEROR NOTIFICATION OF SELECTION	26
SEC. 6.09	PROTEST	26
SEC. 6.10	APPLICATION OF PREFERENCES.....	27
SEC. 6.11	ALASKA BIDDER PREFERENCE.....	27
SEC. 6.12	ALASKA VETERAN PREFERENCE	28
SEC. 6.13	ALASKA OFFEROR PREFERENCE	28
SEC. 6.14	FORMULA USED TO CONVERT COST TO POINTS	28
SEC. 6.15	EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES	28
SECTION 7.	GENERAL LEGAL INFORMATION	30
SEC. 7.01	STANDARD CONTRACT PROVISIONS	30
SEC. 7.02	QUALIFIED OFFERORS	30
SEC. 7.03	PROPOSAL AS PART OF THE CONTRACT.....	30
SEC. 7.04	ADDITIONAL TERMS AND CONDITIONS	30
SEC. 7.05	HUMAN TRAFFICKING	30
SEC. 7.06	RIGHT OF REJECTION	31
SEC. 7.07	STATE NOT RESPONSIBLE FOR PREPARATION COSTS.....	31
SEC. 7.08	DISCLOSURE OF PROPOSAL CONTENTS	31
SEC. 7.09	ASSIGNMENTS.....	32
SEC. 7.10	DISPUTES	32
SEC. 7.11	SEVERABILITY	32
SEC. 7.12	SUPPLEMENTAL TERMS AND CONDITIONS.....	32
SEC. 7.13	SOLICITATION ADVERTISING	32
SEC. 7.14	FEDERALLY IMPOSED TARIFFS	32
SECTION 8.	ATTACHMENTS.....	34

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Alaska Permanent Fund Corporation (APFC / Corporation) is inviting qualified communications firms interested in supporting the Corporation in developing and implementing strategic communications plans and professional public relations services to respond to this formal Request for Proposal (RFP).

APFC was established in 1980 as an independent public corporation for the purpose of managing and investing the Alaska Permanent Fund (Fund) and other funds designated by law. In stewardship of Alaska's renewable financial resource, APFC provides reliable, timely and objective information to Alaskans, global partners, and other stakeholders on the investment management of the Alaska Permanent Fund.

APFC Communications' Vision

Build on APFC's positive reputation, inform, and further educate Alaskans on the Corporation and its commitment to support the long-term sustainability and growth of the Alaska Permanent Fund, Alaska's renewable financial resource.

To achieve this purpose, the Alaska Permanent Fund Corporation is soliciting detailed Proposals from Offerors with demonstrated expertise and skills in public relations practice and strategic integrated communication.

APFC intends to award one contract for communication services. At APFC's sole discretion, multiple awards may be made.

SEC. 1.02 BUDGET

Department of Revenue, Alaska Permanent Fund Corporation, estimates a maximum budget of \$600,000 for the initial 2-year term of the agreement and for each subsequent term. This Budget is inclusive of all costs associated with approved projects, including but not limited to photo, video sourcing and licensing, as well as print production and mailing. Proposals priced at more than \$600,000.00 for the initial 2-year term will be considered non-responsive.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 4:00 P.M. prevailing Alaska Time on Thursday, March 30, 2023. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing per Section 1.05. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer **at least ten days before the deadline for receipt of proposals**. 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.

PROCUREMENT OFFICER: **JEDEDIAH SMITH** – PHONE: **907-500-3831** - EMAIL: PROCUREMENT@APFC.ORG

SEC. 1.06 RETURN INSTRUCTIONS

Offerors may submit their proposal in hard copy if they so choose. If utilizing this option, the proposal must be submitted 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. The sealed proposal package(s) must be addressed as follows:

Alaska Permanent Fund Corporation
Attention: Jedediah Smith
RFP Number: FY23-007, Communications Support Services
801 W. 10TH, STE. 302
JUNEAU, AK 99801

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to **PROCUREMENT@APFC.ORG** as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf” (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the Alaska Permanent Fund Corporation is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror’s responsibility to contact the issuing agency at **907-500-3831** to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

(a) 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.

(b) 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; and
- G. that the offers will remain open and valid for at least 90 days.

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

(c) VENDOR TAX ID

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

(d) 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 procurement officer 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 contract to be performed by the offeror.

(e) FEDERAL REQUIREMENTS

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

SEC. 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.

SEC. 1.08 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.

SEC. 1.09 AMENDMENTS TO THE RFP

If an amendment is issued, it will be provided to all who were notified 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 website.

SEC. 1.10 RFP SCHEDULE

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

- Issue RFP March 2, 2023
- Pre-Proposal Conference, 1:00 p.m., March 17, 2023,
- Deadline for Submission of Questions 4:00 p.m., March 20, 2023,
- Deadline for Receipt of Proposals, 4:00 p.m., March 30, 2023,
- Proposal Evaluation Committee complete evaluation by April 10, 2023,
- State of Alaska issues Notice of Intent to Award a Contract April 13, 2023,
- State of Alaska issues contract April 24, 2023,
- Contract start May 1, 2023.

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Executive Director of the Alaska Permanent Fund Corporation, or the Executive Director's designee. Upon written notice to the Offeror, the state may set a different starting date for the contract. The state will not be responsible for any work done by the Offeror, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.11 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at **1:00 P.M.**, Alaska Time, on **March 17, 2023**, via the **Microsoft Teams Platform**. **Please use the link below to access the meeting.**

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 218 051 276 663

Passcode: sLD66a

[Download Teams](#) | [Join on the web](#)

Join with a video conferencing device

apfc@m.webex.com

Video Conference ID: 118 982 406 2

[Alternate VTC instructions](#)

Or call in (audio only)

[+1 323-792-6284,603653869#](tel:+13237926284,603653869#) United States, Los Angeles

Phone Conference ID: 603 653 869#

The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting. Attendance to this meeting is not required in order to submit a proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

SEC. 1.12 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.

SEC. 1.13 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The enduring success of the Alaska Permanent Fund is based on the intergenerational vision of countless Alaskans, who have forgone some present-day resource benefit to ensure future generations also benefit from that wealth.

In 1976, Alaskans had the foresight to amend their constitution and create the Alaska Permanent Fund by setting aside a portion of the revenue from non-renewable resource development to generate intergenerational wealth through income producing assets. Four years later, in 1980, the Legislature established the Alaska Permanent Fund Corporation to prudently manage the financial assets of the Fund under the fiduciary oversight of the Board of Trustees.

APFC's Board of Trustees recognizes that public outreach, stakeholder education and steadfast accountability are important obligations of the Corporation.

The State of Alaska is reliant upon APFC's investment of the Permanent Fund to generate annual state revenues. As oil revenues flowing to the State's General Fund continue to decline due to price and production levels, the Permanent Fund is providing more than 50% of the State's general fund budget. While the Fund was created knowing that an era of declining revenues from resource wealth would be inevitable, now that we are there, it is incumbent on us to help inform the public on its performance, value and the evolution of its use.

With a focus on responsible stewardship of the Fund and prudent investment strategy, APFC fulfills dual roles:

- Protecting the Principal of the Fund for the benefit of future generations of Alaskans.
- Providing a sustainable and predictable revenue stream to support the State's essential services for the benefit of current Alaskans.

APFC is comprised of passionate Alaskans, working on behalf of and for the benefit of all Alaskans. APFC's Board of Trustees and Staff serve as fiduciaries and stewards of the state's most treasured financial resource – the Permanent Fund. APFC is globally recognized for the Corporation's strong leadership, good governance, risk-adjusted investment strategy, accountability standards, and ability to consistently generate long-term performance returns. Contributing to APFC's proven record of success is a positive corporate culture and adherence to values.

We accomplish our mission and vision with a staff of over 50 dedicated professionals in the fields of investment, risk, finance, information technology, operations, and last but certainly not least, communications.

APFC's Mission

To manage and invest the assets of the permanent fund and other funds designated by law.

APFC's Vision

To deliver outstanding returns for the benefit of all current and future generations of Alaskans.

APFC Values:

Integrity – Stewardship – Passion

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

Building on the Fund's intergenerational value and APFC's success as its investment manager, credible, trusted, and strategic communications are essential to a successful and long-term relationship with our communications Offeror on behalf of our stakeholders.

For the purposes of this scope, the term stakeholder includes other terms such as audience, customer or client. By definition, a stakeholder has a vested interest in and can affect or be affected by the entity's operations and performance. APFC has stakeholders in Alaska, the US and beyond - including Alaska residents, citizen interest groups, state and local government entities, and global partners. The thread binding all together is the shared interest of the successful management and investment of the Alaska Permanent Fund to deliver outstanding risk-adjusted returns for the benefit of all generations of Alaskans.

The Alaska Permanent Fund Corporation has established the following strategic communications goals for FY22-FY27. The overarching objectives are designed to fortify our mission and provide a cohesive corporate identity through a combination of innovative and trusted communications. The Strategy highlights APFC's commitment to supporting the stability and sustainability of the Fund, stakeholder education, reflecting Board supported action, and strengthening brand reputation:

1. APFC achieves and maintains necessary support and resources to optimize its ability to protect and grow the Fund.
2. APFC maintains and builds upon domestic and international brand recognition, ensuring high regard among global peers and potential partners.
3. Alaskans understand APFC's role as investment manager of the State's most valuable renewable financial asset.
4. APFC reestablishes youth education outreach and involvement efforts to engage and inform Alaska's future leaders.
5. APFC supports the role of the Board and staff as brand ambassadors.

APFC's two person Communications Team is leading the implementation and advancement of the Corporation's communication strategy. APFC is seeking a professional communications firm to collaborate in developing and implementing integrated communications plans to support and enhance our goals. APFC is looking for a consultant to not only execute on strategies as requested, but to use their skills, experience and understanding of the field to ensure that our messages are well received by our targeted audiences and to develop inspired communications campaigns.

Offeror must be able to provide supporting services, in house or as a sub-contract, that provides content creation; graphic design; website development and management; promotional item acquisition; market research; media buying; brand support; marketing/advertising; media training; crisis communications; photography/videography; animated graphics; multicultural communications; and event support.

For each of the areas listed below and as appropriate, define your processes and how you measure success.

Content Creation:

Writing, editing, and storytelling are all important aspects of sharing in the vision, history, and success of both the Fund and the APFC team that manages and invests Alaska's treasured resource. What, how, and where content should be used and placed is subject to Offeror recommendation and collaboration with APFC to enhance presence and engagement.

Editorial calendars are expected to be developed no less than annually. Content development is expected to leverage traditional and new media, including APFC's website - apfc.org, social platforms, strategic communications, and other formats as required (memos/letters, opinion pieces, award nominations, etc.).

Proofreading and editorial services are essential aspects of project completion.

Offeror will evaluate and advise on new developments and opportunities for social media outreach to enhance APFC's presence and engagement consistent with its overall strategic communications framework. APFC is currently active on Facebook and has a LinkedIn page.

Graphic Design/Promotional Item Acquisition:

Offeror will familiarize themselves with APFC's visual style guide and graphic standards (Attachment A) as required, develop collateral in accordance with the standards. Annually, the Offeror is expected to review the guide and provide recommendations for enhancements.

Examples of collateral most often requested: Annual Report & Mid-Year Reports in both print, digital, and web formats, social media content and marketing, Trustees Papers, and educational publications.

Brand Support:

Offeror will support enhancement of APFC's brand and increase positive awareness among target audiences. Emphasis will be placed on developing communications campaigns to help Alaskans understand APFC's mission, vision, activities and contributions to the State of Alaska.

Outreach and Education:

Offeror will demonstrate a commitment to comprehensive strategies and plans that improve stakeholder groups' understanding of the Alaska Permanent Fund's history, structure, and use, and how APFC's investment management strategies translate to a healthy Fund for generations of Alaskans.

Market Research:

Offeror will advise as to most effective method of market research for greater understanding of stakeholder sentiments and to evaluate and advance key communications objectives of the Board of Trustees and Corporation.

Media Buying:

Periodically, media buys will be placed by Offeror in coordination with strategic goals. Offeror should present reasonable recommendations for placements consistent with communications framework and/or business objectives. Offeror will support APFC to achieve earned media, demonstrated positive relations with local and state media are important.

Marketing/Advertising:

Periodically, Offeror will develop and produce creative and effective messages targeting relevant audience(s) through placements in appropriate paid communication channel(s) and in collaboration with APFC.

Web/Digital Support:

Offeror will support in the maintenance and updates of APFC's primary website, and those featuring the annual and mid-year reports. Recommendations for updates related to best practices, content, design and brand awareness will be integrated through collaboration with APFC. Offer will support the implementation and understanding of analytics across online platforms.

Media Training:

Offeror is expected, no less than annually, to provide training for corporate leadership in best and new practices in media coverage.

Crisis Communications:

Offeror is expected to have experience in crisis communications and offer annual training for APFC's leadership on the subject. Offeror is expected to be available outside of business hours to act in a supporting capacity during real-time crisis situations. Offer should clearly disclose any scheduling restrictions and detail after-hours procedures for emergency contact.

Photography/Videography:

APFC has an extensive photo library and growing video catalog. Offeror will familiarize themselves with and identify gaps in the library. Consistent with APFC's visual style guide and any relevant communication plans, no less than annually, the Offeror will develop a shot list to keep the library fresh and relevant, to document corporate milestones for use online, in the annual report, and other collateral. Offeror should rely on existing and fair use imagery when possible and should have the ability to locate and license stock images and videos when necessary.

As part of the approved communications plan, Offeror will be tasked with design and production of audio, video, digital material that will be used via the internet, radio, television, or otherwise distributed publicly. APFC's video capabilities are developing. Offeror will provide assistance as required for preproduction, production and post-production.

Multicultural Communications:

Offeror is expected to demonstrate an awareness of and appreciation for Alaska's diverse peoples through written and visual media.

Event Support:

Offeror will support APFC's in-house resources with recommendations for statewide activities as well as internally developed events. The Offeror is expected to collaborate with APFC to create a series of events highlighting the role of APFC and the Fund and strategizing for the Fund's 50th (November 2026) anniversary.

Not Included:

Legislative Support: APFC is statutorily prohibited from engaging lobbyist support. APFC chooses to use its internal resources for any and all communications with legislators, their staff and advocacy organizations.

End of Statement of Services

APFC is seeking a collaborative relationship with Offeror and other vendors. The descriptions and assignments of duties for the categories established in the RFP are not intended to be all-inclusive, and alternative ideas are encouraged during the course of the contract in collaboration with and upon approval by the Project Director.

Upon award of the contract, specific APFC assignments and Offeror acknowledgments will be in writing.

SEC. 3.02 THE WORK ORDER PROCESS

Projects will be assigned during the contract through a work order process. APFC's intends to follow a process that will be cost-efficient and produce high-quality products. Upon identifying a need for a project, APFC's Project Director will ask the Offeror for a proposal for a specific task.

1. APFC will request a proposal from the Offeror by e-mail or verbally. APFC will provide the following information:
 - a. The scope of the services needed;
 - b. anticipated deliverables; and
 - c. an estimated timeline of when work will need to be completed.
2. The Offeror will then submit a brief proposal by e-mail in response to APFC's request that includes:
 - a. Concurrence with the plan and deliverables or an alternate plan and deliverables;
 - b. a proposed work schedule identifying any critical decision points and expectations the Offeror may have for APFC review and participation;
 - c. if applicable, a list of any proposed Subcontractors and the work they will be doing;
 - d. a cost proposal to complete the work order that includes estimates of all time/labor, transportation, materials, and expenses to complete the project; and
 - e. a completion date for the project.
3. Upon receipt of the Offeror's proposal, APFC will review the submission and either accept the proposal as offered or negotiate with the Offeror 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 by both parties, and APFC will provide a written notice to proceed.

SEC. 3.03 WORK ORDER ONE – PRODUCTION OF ANNUAL REPORT

The development and production of the APFC FY2023 Annual Report will be one of the first work order assignments for the successful Offeror. The report must be completed and delivered to the Board's annual meeting in Anchorage by Wednesday, September 27, 2023. This publication reports on the Fund's investments, performance, and financials. The report shall be a 50-70 page, full-color bound publication, which includes approximately 30 pages of financial audit information/tables/charts/graphs (Attachment B.)

A final web-based version will also support the roll-out and distribution of the annual report through digital platforms.

The Offeror in collaboration with APFC will be responsible for:

1. Proposing themes, paper options, color schemes, fonts, and graphics that take into account the eventual digital and web-based publication;
2. design and layout of the annual report based on the agreed-upon theme;
3. copywriting assistance;
4. proofing and editing services;
5. construction of charts and diagrams using data provided by APFC;
6. developing a final print-ready version of the Annual Report;
7. leading the hard copy publication process and quality assurance through a cost-effective printing facility (price per unit will be printed on the back cover of the report);
8. a final web-based version highlighting elements of the Annual Report content;
9. report distribution to agreed-upon locations; including assisting in the mailing of published Annual Report to an APFC supplied mailing list.

SEC. 3.04 OTHER CONSIDERATIONS

1. The Offeror will be available by telephone, e-mail, and in-person to the Project Director as needed throughout the contract period.
2. Notification periods for work may vary from 24 hours to several weeks, depending on the nature and complexity of the work required.
3. Unless special requests are made (e. g. related to scheduled meetings, or board, or other presentations), the Offeror will be free to perform the requested tasks at its discretion within the timeframe allotted by APFC.
4. Subcontractors may be used by the Offeror subject to APFC approval. The Offeror must submit the subcontractor's company name, names of key participants with résumés, address, phone, e-mail, and a copy of the subcontractor's Alaska business license, as required, with each work order.

SEC. 3.05 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately May 1, 2023, with an initial term of 2-years, with two additional 2-year renewal options at APFC'S sole discretion.

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

SEC. 3.06 DELIVERABLES

The Offeror will be required to provide the following deliverables:

- A. Annual and General Election reports in accordance with statutory requirements, Mid-year report, Trustee Papers, Educational collateral, and other publications
- B. Social media recommendations and scheduled postings (monthly)
- C. Annual strategic planning session to discuss priorities, effectiveness of prior work, and ideas for the following year.
- D. APFC promotional videos (periodic)
- E. Ability to respond to ad hoc questions
- F. Crisis Communications & Media Training Support
- G. Website Design and Support

SEC. 3.07 CONTRACT TYPE

This is a cost-plus-fixed-fee contract. Additional consulting services may be performed throughout the life of the contract at predetermined hourly rates, plus allowable costs, on an as-requested basis by the Project Director.

The combined hourly rates as submitted on the Fee Proposal will be fixed, with the exception of Contract Price Adjustments as detailed in Sec. 3.10.

The cost of producing communications materials (reports, leaflets, pamphlets, etc.) will be billed on a time and materials basis.

SEC. 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.

SEC. 3.09 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Executive Director of the Alaska Permanent Fund Corporation 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.

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

SEC. 3.10 CONTRACT PRICE ADJUSTMENTS

The contractor may request a percentage price increase adjustment, in writing, 30 days prior to each optional renewal contract date. If a contractor fails to request a percentage price increase adjustment 30 days prior to the renewal date, the adjustment will be effective 30 days after APFC receives the written request.

Said price increase may not, under any circumstances, exceed three percent of the base hourly rate for each of the key personnel assigned to the contract for the preceding 12 months. No retroactive contract price adjustments will be allowed.

SEC. 3.11 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed externally from APFC's office in Juneau, Alaska. APFC may require the Offeror to travel to functions, meetings, and other venues to provide support services.

The state will not provide workspace for the Offeror. The Offeror must provide their own workspace.

By signature on their proposal, the Offeror certifies that all services provided under this contract by the Offeror 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 these requirements may cause the state to reject the proposal as non-responsive or cancel the contract.

SEC. 3.12 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the following information must be included in their proposal:

Subcontractor Name; Function; Address; and % of work they will be performing.

An offeror's failure to provide this information with their proposal may cause the state to consider their proposal non-responsive and reject it.

Subcontractor experience shall not be considered in determining whether the offeror meets the requirements set forth in **SEC. 5.03 EXPERIENCE AND QUALIFICATIONS**.

If a proposal with subcontractor is selected, the state may require a signed written statement from each subcontractor that clearly verifies the subcontractor is committed to provide the good or services required by the contract.

The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director or procurement officer.

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

SEC. 3.13 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.

SEC. 3.14 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.15 F.O.B. POINT

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

SEC. 3.16 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 procurement officer. Changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 3.17 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The Offeror 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 or procurement officer may instruct the Offeror to make corrections or modifications if needed in order to accomplish the contract's intent. The Offeror will not unreasonably withhold such changes.

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

SEC. 3.18 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During the course of this contract, the Offeror 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 Offeror a written description of the additional work and request the Offeror 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 Offeror will not commence additional work until the procurement officer has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Executive Director of APFC or the Executive Director's designee.

SEC. 3.19 NONDISCLOSURE AND CONFIDENTIALITY

Offeror 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 Offeror 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 Offeror with all applicable federal and state law, including the

Social Security Act and HIPAA. The Offeror 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 Offeror or a Offeror agent or otherwise made available to the Offeror or a Offeror agent in connection with this contract, or acquired, obtained or learned by the Offeror or a Offeror 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).

Additional information that the Offeror shall hold as confidential during the performance of services under this contract include APFC reports prior to publication date.

If confidential information is requested to be disclosed by the Offeror 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 Offeror 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 Offeror 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 Offeror must be provided to the state within a reasonable time after the Offeror's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

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

SEC. 3.20 INDEMNIFICATION

The Offeror shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Offeror under this agreement. The Offeror shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Offeror and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Offeror" and "contracting agency", as used within this and the following article, include the employees, agents and other Offerors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the Offeror and in approving or accepting the Offeror's work.

SEC. 3.21 INSURANCE REQUIREMENTS

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

the Offeror's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the procurement officer prior to 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 Offeror's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

Workers' Compensation Insurance: The Offeror shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

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

Commercial Automobile Liability Insurance: covering all vehicles used by the Offeror in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$300,000 per claim /annual aggregate.

SEC. 3.22 TERMINATION FOR DEFAULT

If the project director or procurement determines that the Offeror 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 Offeror, terminate the Offeror'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 Attachment D, Appendix A, attached in **SECTION 8. ATTACHMENTS**.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

SEC. 4.02 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.

SEC. 4.03 SUPPORTING SERVICES/COLLABORATION

Offerors must provide comprehensive narrative statements that illustrate their understanding of the support services and collaboration aspects of the RFP engagement.

- A. Offeror must provide samples of work produced by Offeror and the total amount of time involved in designing, producing, and distributing each project. If a subcontractor or vendor was used, include the scope of their contribution.
- B. Offeror must provide at least three relevant work sample(s). Offeror may provide a web link where samples of work produced may be viewed by evaluators within the proposal.

SEC. 4.04 METHODOLOGY AND/OR MANAGEMENT PLAN

Offerors must provide comprehensive narrative statements that set out the methodology and/or management plan they intend to employ and illustrate how the methodology/plan will serve to accomplish the work and meet the engagement objectives of the RFP.

SEC. 4.05 EXPERIENCE AND QUALIFICATIONS

Offerors must provide a narrative description of 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 description of the Offeror's structure, size, and capabilities/quantities available in terms of personnel and equipment. Indicate if the award of the contract would require the acquisition of additional space, equipment, personnel, or any other items. Be as specific as possible.

SEC. 4.06 WORK ORDER ONE – FY23 ANNUAL REPORT

Offerors must provide comprehensive concept and outline to meet the work order objective as outlined in Section 3.03.

SEC. 4.07 VALUE ADD

Offerors may provide additive value opportunities under this engagement.

SEC. 4.08 COST PROPOSAL

Offerors must complete and submit the Cost Proposal Form (Attachment E).

All costs associated with this contract, including but not limited to photography, video, printing, and mailing will be factored into the annual budget for communications services as outlined in the RFP, Section 1.02 Budget. Some of these costs will be estimates as they will be incurred by the Contractor at a later date and reimbursed without markup. Because of that, costs for these services are not listed in the cost proposal matrix. The cost proposal matrix is designed to capture the costs associated with the creative work performed by your staff and subcontractors.

Please complete the Cost Proposal sheet with the set categories for project staff. Printing costs are not included in the cost proposal outlined in this RFP. With regards to printing costs, the Contractor will be responsible for obtaining three bids and choosing the lowest bidder; printing and mailing costs associated with approved projects will be reimbursed to the Contractor, without markup.

SEC. 4.09 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 5. EVALUATION CRITERIA AND OFFEROR SELECTION.**

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.

SECTION 5. EVALUATION CRITERIA AND OFFEROR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1000

SEC. 5.01 SUPPORTING SERVICES/COLLABORATION (10%)

Offerors must demonstrate ability to collaborate effectively with their client and be dedicated to an integrated communications plan by submitting a complete list of subcontractors and in-house resources, including relevant prior work and references for supporting services. Offeror's work samples as outlined in Section 4.03 must demonstrate collaboration opportunities and challenges in delivery of communication support services.

SEC. 5.02 METHODOLOGY AND/OR MANAGEMENT PLAN (15%)

The Offeror's Methodology and/or Management Plan must demonstrate the Offeror's comprehension of the objectives and Scope of Services anticipated by this RFP, without merely duplicating the Scope of Services. The Methodology and/or Management Plan must clearly describe and detail Offeror's proposed approach to timely performance and completion of all services required by the RFP, any subsequent Contract, and undefined contingencies including changed conditions and/or change orders.

SEC. 5.03 EXPERIENCE AND QUALIFICATIONS (20%)

a) Offeror must demonstrate sufficient prior experience delivering professional communications for entities that may operate in same or similar space as APFC, i.e.; federal, state, or local government or quasi-agencies; financial endowments, pension funds, trusts, sovereign wealth funds; financial institutions; corporations.

In evaluating the experience of the Offeror, the APFC evaluation committee will rely upon the Offeror to clearly demonstrate its experience through references supporting similarly performed work and work samples submitted with the Offeror's response. The Offeror must establish proof that the Offeror is staffed with sufficient personnel with prior experience to enable the Offeror to adequately foresee and resolve problems that may be associated with developing, designing, and carrying out the terms of the proposed contract.

b) Account Manager (The person APFC will be working with) The account manager must have a minimum of seven years of account management experience, including three or more years coming from working with Alaska businesses.

c) The Offeror must demonstrate sufficient staff, materials or equipment available to perform the proposed contractual agreement. A determination with respect to the Offeror's administrative support will be based upon the information supplied by Offeror, including the resumes of key staff (Offeror must designate by name and clearly illustrate relevant experience of key project personnel), the location of the Offeror's business office(s), hours of business operation and availability of staff, along with other information that substantiate the Offeror's administrative capabilities.

A determination of satisfactory performance of prior contractual agreements will be made by APFC through review and verification of the Offeror's previous work experience, including references for other parties who have contracted with the Offeror.

SEC. 5.04 WORK ORDER ONE – PRODUCTION OF FY23 REPORT (20%)

The Offeror must bring forth a preliminary concept and production outline for the FY23 Annual Report as described in Section 3.03.

In evaluating the work order submission of the Offeror, the APFC evaluation committee will rely upon the Offeror to provide a conceptual concept and clearly demonstrate overall project capability from theme development, to design, to messaging, to execution and delivery.

The Offeror is encouraged to (but is not required to) utilize multimedia assets in presenting the conceptual vision for the FY23 Annual Report Work Order. The digitized presentation is to have a maximum time limit of 5 minutes (no minimum requirement). It is the responsibility of the Offeror to ensure delivery and functionality of the digitized presentation and assets prior to the RFP submission deadline.

SEC. 5.05 VALUE ADD (5%)

Offerors may include value-add ideas with their proposal. The purpose is to provide Offerors with an opportunity to identify any value-added options or ideas that may benefit APFC and related communications objectives. If the Offeror can include more scope or service generally within the scope of the RFP, the Offeror should provide these value-added options. This section is intended to complement and enhance additional deliverables, at APFC's discretion.

Value add ideas will not be calculated as part of the Offeror's base cost proposal. However, all value-add opportunities must be listed on the value-add page of the cost proposal. Offerors will be held to the opportunities and pricing listed in their value-add sections. (Attachment E, Cost Proposal Form – Value-Add)

Value add ideas will be evaluated on originality, impact, engagement in meeting APFC's communication goals, and feasibility.

SEC. 5.06 CONTRACT COST (20%)

Overall, a minimum of 20% 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 6.10.

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 6.14.

SEC. 5.07 ALASKA OFFEROR PREFERENCE (10%)

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

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 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 Offeror.

SEC. 6.02 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 Preference 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, PO 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:

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

SEC. 6.03 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.

SEC. 6.04 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.

SEC. 6.05 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 5. EVALUATION CRITERIA AND OFFEROR SELECTION.**

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.

SEC. 6.06 CONTRACT NEGOTIATION

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 by video conference or phone call.

SEC. 6.07 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.

SEC. 6.08 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror selected for award.

SEC. 6.09 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:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

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

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

All 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."

SEC. 6.10 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 Shared Service's** web site:

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

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

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

Sec. 6.11 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. 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 former AS 32.05, AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.12 ALASKA VETERAN PREFERENCE

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

- A. sole proprietorship owned by an Alaska veteran;
- B. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- C. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- D. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.13 ALASKA OFFEROR PREFERENCE

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

SEC. 6.14 FORMULA USED TO CONVERT COST TO POINTS

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 using the formula:

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

SEC. 6.15 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES

(a) FORMULA USED TO CONVERT COST TO POINTS

STEP 1

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

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

STEP 2

In this example, the RFP allotted 40% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

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.

\$40,000 lowest cost x 40 maximum points for cost = 1,600,000 ÷ \$42,750 cost of Offeror #2's proposal = 37.4

Offeror #3 receives 33.7 points.

\$40,000 lowest cost x 40 maximum points for cost = 1,600,000 ÷ \$47,500 cost of Offeror #3's proposal = 33.7

(b) ALASKA OFFEROR PREFERENCE

STEP 1

Determine the number of points available to qualifying offerors under this preference.

100 Total Points Available in RFP x 10% Alaska Offeror preference = 10 Points for the preference

STEP 2

Determine which offerors qualify as Alaska bidders and thus, 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. The scores at this point are:

Offeror #1	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offeror Preference	10 points
Offeror #3	80 points	Alaska Offeror Preference	10 points

STEP 3

Add the applicable Alaska Offeror preference amounts to the offerors' scores:

Offeror #1	83 points	
Offeror #2	84 points	(74 points + 10 points)
Offeror #3	90 points	(80 points + 10 points)

STEP 4

Offeror #3 is the highest scoring offeror and would get the award, provided their proposal is responsive and responsible.

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The Offeror will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached in **SECTION 8. ATTACHMENTS** for your review. The Offeror 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 in a separate document. Please include the following information with any change that you are proposing:

1. Identify the provision the offeror takes exception with.
2. Identify why the provision is unjust, unreasonable, etc.
3. Identify exactly what suggested changes should be made.

SEC. 7.02 QUALIFIED OFFERORS

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

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

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

SEC. 7.03 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 7.04 ADDITIONAL TERMS AND CONDITIONS

The state 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.

SEC. 7.05 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: <https://www.state.gov/trafficking-in-persons-report/>

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

SEC. 7.06 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 counteroffer 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; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

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

A proposal from a debarred or suspended offeror shall be rejected.

SEC. 7.07 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 7.08 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.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information.

If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

SEC. 7.09 ASSIGNMENTS

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

SEC. 7.10 DISPUTES

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the Offeror has a claim arising in connection with the agreement that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 7.11 SEVERABILITY

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

SEC. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.06 RIGHT OF REJECTION**. However, if the state 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:

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

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.

SEC. 7.13 SOLICITATION ADVERTISING

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

SEC. 7.14 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The Offeror must promptly notify the procurement officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the procurement officer.

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

SECTION 8. ATTACHMENTS

- 1) Attachment A, APFC Graphic Standards
- 2) Attachment B, Annual Report Publication Specifications
- 3) Attachment C, Alaska Bidder Preference Certification Form
- 4) Attachment D, Standard Agreement Form for Professional Services
 - a) Appendix A
 - b) Appendix B
- 5) Attachment E, Cost Proposal Form