



STATE OF ALASKA
Department of Commerce, Community, and Economic Development
Division of Economic Development
550 West 7th Avenue, Suite 1770
Anchorage, Alaska 99501

Request For Proposals
RFP Number: 2014-0800-8159
Date of Issue: May 30, 2013

Film Industry Representation for Alaska

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 via email, with the procurement officer listed in this document to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

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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 one (1) original proposal and three (3) copies of the proposal to the procurement officer in a sealed envelope. It must be addressed as follows:

Department of **Commerce, Community, and Economic Development**
Division of **Administrative Services**
Attention: Gina Chalcroft
Request for Proposal (RFP) Number: 2014-0800-8159
Film Industry Representation for Alaska
9th Floor, State Office Building
333 Willoughby Avenue
Juneau, AK 99801

Or

PO Box 110803
Juneau, AK 99811-0803

Proposals must be received no later than **2:00 P.M., Alaska Time on Friday, June 28, 2013**. Faxed/Electronic or Oral proposals are not acceptable.

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

PROCUREMENT OFFICER: Gina Chalcroft – PHONE **907-465-2519** FAX **907-465-5441** TDD **907-465-5437**

The State of Alaska provides one Request for Proposal (RFP). Additional RFPs may be purchased for the cost of reproduction, \$.25 per page.

1.02 Contract Term and Work Schedule

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

The length of the contract will be approximately one year with one optional one-year renewal to be exercised at the State's sole discretion. The Contract will not have a guaranteed minimum amount. Payment is contingent upon legislative funding, the needs of Commerce and the successful completion of work by the contractor.

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

The approximate contract schedule is as follows:

- Issue RFP: May 30, 2013
- Pre Proposal Conference: June 17, 2013
- Written Comments Due: June 18, 2013

- Deadline for Receipt of Proposals: June 28, 2013
- Proposal Evaluation Committee complete evaluation by: July 12, 2013
- State of Alaska issues Notice of Intent to Award a Contract: July 19, 2013
- State of Alaska issues contract: August 1, 2013
- Contract start: August 1, 2013.

1.03 Purpose of the RFP

The Department of Commerce, Community, and Economic Development (DCCED), Division of Economic Development (DED), is soliciting proposals from qualified offeror's for representation services within the greater Los Angeles, California film and television industry. The successful offeror will serve as the state's agent for the purpose of promoting Alaska as a film location as well as the state's film tax incentive program. The overall goal of these services is to increase the number of productions filmed in the state over the next three to five years.

1.04 Budget

DCCED estimates a budget of between \$60,000.00 and \$85,000.00 dollars per year. Proposals priced at more than \$85,000.00 per year or more than \$170,000.00 for two years will be considered non-responsive.

1.05 Location of Work

The state **WILL NOT** provide workspace for the contractor. The contractor must provide its own workspace, and maintain an office or worksite within the greater Los Angeles area. The successful contractor will be required to be in Anchorage, Alaska for one week within 30 days of the contract award. At minimum, the visit will incorporate an introduction to the project director and key state agency representatives, an orientation to Alaska film production businesses and training on the Alaska Film Incentive Tax Program. Offeror's must include the cost of this trip in their fee as shown on the cost schedule.

By signature on their proposal, the offeror certifies that:

- (a) all services provided under this contract by the contractor and all subcontractors shall be performed in the United States; and,
- (b) the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

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

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

1.06 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.

1.07 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the

solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the time set for opening.

1.08 Questions Received Prior to Opening of Proposals

Offerors may email inquiries or questions concerning this RFP to obtain clarification of requirements. Inquiries or questions are due by 4:30 p.m., Alaska Time, June 18, 2013. Email inquiries/questions must be sent to Gina Chalcroft @ gina.chalcroft@alaska.gov with the subject line: "RFP 2014-0800-8159". Questions will be answered and posted to the online public notice system and emailed to registered offerors. No Phone Calls Please.

Offerors (including subcontractors, employees, consultants or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to Gina Chalcroft. Offerors may not contact any state employee or state agency other than procurement officer regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are ground for suspension and/or exclusion from specific procurements.

1.09 Amendments

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

1.10 Alternate Proposals

Offerors may only submit one proposal for evaluation.

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

1.11 Right of Rejection

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

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; 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.

1.12 State Not Responsible for Preparation Costs

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

1.13 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

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

1.14 Subcontractors

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

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

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

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

1.15 Joint Ventures

Joint ventures will not be allowed.

1.16 Offeror's Certification

By signature on the proposal, offerors certify that they comply with the following:

- (a) the laws of the State of Alaska;
- (b) the applicable portion of the Federal Civil Rights Act of 1964;
- (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- (e) all terms and conditions set out in this RFP;
- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for at least 90 days; and

- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under 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.

1.17 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 and, if so, the nature of that conflict. The Commissioner, Department of **Commerce Community and Economic Development**, reserves the right to **consider a proposal non-responsive and reject it or** cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

1.18 Right to Inspect Place of Business

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

1.19 Solicitation Advertising

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

1.20 News Releases

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

1.21 Assignment

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

1.22 Disputes

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

1.23 Severability

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

1.24 Federal Requirements

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

SECTION TWO

STANDARD PROPOSAL INFORMATION

2.01 Authorized Signature

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

2.02 Pre-proposal Conference

A pre-proposal conference will be held on Monday, June 17, 2013 at 9:00 a.m. Alaska Time, simultaneously in the 17th floor conference room at the Atwood Building (**550 W. 7th Avenue, Suite 1700** Anchorage) and in Conference Room A on the 9th floor of the State Office Building (*333 Willoughby Avenue*) in Juneau. Offeror's can also access the conference by teleconference by making arrangements with the procurement officer prior to the conference. The purpose of the conference is to discuss the work to be performed with the prospective Offeror's and allow them to ask questions concerning the RFP. Attendance at the pre-proposal conference is not mandatory, but all interested Offeror's are encouraged to attend in order to facilitate better preparation of their proposals. Attendance may also facilitate the proposers understanding of the RFP Requirements.

Offeror's 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.

To attend the pre-proposal conference either in person or via teleconference Offeror's **must register** with the procurement manager identified in Section 1.01.

2.03 Site Inspection

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

2.04 Amendments to Proposals

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

2.05 Supplemental Terms and Conditions

Proposals must comply with Section **1.11 Right of Rejection**. However, if the state fails to identify or detect supplemental terms or conditions 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 the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

2.06 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 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 proposal evaluation committee may be adjusted as a result of a clarification under this section.

2.07 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 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 Prior Experience

In order to be considered responsive, offerors must demonstrate a minimum of:

- Three years experience working in, or directly with, the film, television or commercial production industry in the greater Los Angeles, California area.

Detailed information must be included in the proposal (see section 6.05) which describes the offeror's qualifications, experience and expertise as it relates to the minimum prior experience criteria.

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

2.09 Evaluation of Proposals

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

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

2.10 Vendor Tax ID

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

2.11 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.

2.12 Alaska Business License and Other Required Licenses

At the time the proposals are opened, all offerors must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. Proposals must be submitted under the name as appearing on the person's current Alaska business license in order to be considered responsive. 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. Offerors must submit evidence of a valid Alaska business license with the proposal. An offeror's failure to submit this evidence with the proposal will cause their proposal to be determined non-responsive. 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.
- Mining licenses issued by Alaska Department of Revenue.

2.13 Application of Preferences

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska bidder, Alaska veteran, and Alaska Offeror Preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the Department of Administration, Division of General Services' web site:

<http://doa.alaska.gov/dgs/policy.html>

Alaska Products Preference - AS 36.30.332

Recycled Products Preference - AS 36.30.337

Local Agriculture and Fisheries Products Preference - AS 36.15.050

Employment Program Preference - AS 36.30.170(c)

Alaskans with Disability Preference - AS 36.30.170 (e)

Employers of People with Disabilities Preference - AS 36.30.170 (f)

Alaska Veteran's Preference - AS 36.30.175

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs; a list of individuals who qualify as persons with a disability; and a list of persons who qualify as employers with 50 percent or more of their employees being disabled. A person must be on this list at the time the bid is opened in order to qualify for a preference under this section.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the employment program preference, Alaskans with Disability Preference or Employers of People with Disabilities Preference described above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the proposal is opened, and must provide the procurement officer a copy of their certification letter. Offerors must attach a copy of their certification letter to the proposal. The offeror's failure to provide the certification letter mentioned above with the proposal will cause the state to disallow the preference.

2.14 5 Percent Alaska Bidder Preference

AS 36.30.170 & 2 AAC 12.260

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

- (a) holds a current Alaska business license;
- (b) submits a proposal for goods or services under the name on the Alaska business license;
- (c) 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;
- (d) 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 organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the state; and
- (e) if a joint venture, is composed entirely of entities that qualify under (a)-(d) of this subsection.

Alaska Bidder Preference Affidavit

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

2.15 5 Percent Alaska Veteran Preference

AS 36.30.175

An Alaska Veteran Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who qualifies under AS 36.30.170 (b) as an Alaska bidder and is a:

- (a) sole proprietorship owned by an Alaska veteran;
- (b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- (c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans;
or
- (d) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans.

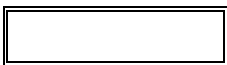
Alaska Veteran Preference Affidavit

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

2.16 Formula Used to Convert Cost to Points

AS 36.30.250 & 2 AAC 12.260

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



Formula Used to Convert Cost to Points

[STEP 1]

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

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

[STEP 2]

Convert cost to points using this formula.

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

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

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

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

Offeror #3 receives 33.7 points.

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

2.17 Alaska Offeror Preference AS 36.30.250 & 2 AAC 12.260

2 AAC 12.260(e) provides Alaska offerors a 10 percent overall evaluation point preference. Alaska bidders, as defined in AS 36.30.170(b), are eligible for the preference. This preference will be added to the overall evaluation score of each Alaskan offeror. Each Alaskan offeror will receive 10 percent of the total available points added to their evaluation score as a preference.

EXAMPLE

Alaska Offeror Preference

[STEP 1]

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

Total number of points available - 100 Points

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

[STEP 2]

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

Offeror #1 - 89 points

Offeror #2 - 80 points

Offeror #3 - 88 points

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

*Offeror #1 - **89 points***

*Offeror #2 - **90 points***

*Offeror #3 - **98 points***

Offeror #3 is awarded the contract.

2.18 Contract Negotiation

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

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

2.19 Failure to Negotiate

If the selected offeror

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

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

2.20 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.

2.21 Protest

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

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

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

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

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

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

- a. the name, address, and telephone number of the protester;
 - b. the signature of the protester or the protester's representative;
 - c. identification of the contracting agency and the solicitation or contract at issue;
 - d. a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- (b) 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."

SECTION THREE

STANDARD CONTRACT INFORMATION

3.01 Contract Type

Any contract resulting from this RFP will be a fixed price contract.

3.02 Contract Approval

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of **Commerce, Community, and Economic Development**, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

3.03 Standard Contract Provisions

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). The contractor must comply with the contract provisions set out in this attachment. **No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be addressed in writing by June 18, 2013. Requests to materially alter Appendix A after the due date of proposals will not be entertained.**

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

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.

3.06 Insurance Requirements

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

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

Offerors must review form APPENDIX B1, attached, for details on required coverage. **No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in APPENDIX B1 must be addressed in writing by June 18, 2013. Requests to materially alter Appendix B1 after the due date of proposals will not be entertained.**

3.07 Contract Funding

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

3.08 Proposed Payment Procedures

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

3.09 Contract Payment

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

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

3.10 Informal Debriefing

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

3.11 Contract Personnel

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

3.12 Inspection & Modification - Reimbursement for Unacceptable Deliverables

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

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

3.13 Termination for Default

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

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

3.14 Contract Changes - Unanticipated Amendments

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

The contractor will not commence additional work until the project director has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of **Commerce, Community, and Economic Development** or the Commissioner's designee.

3.15 Contract Invalidation

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

3.16 Nondisclosure and Confidentiality

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

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

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

Any information provided by productions regarding projects (Budget, Script, Personnel/Talent etc.)

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

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

SECTION FOUR BACKGROUND INFORMATION

4.01 Background Information

DCCED is responsible for promoting Alaska as a location for film and television productions.

The Alaska Film Production Incentive Program (AFPIP) was created in 2008 to:

- a. cooperate with organizations in the private sector for the expansion and development of the film industry in the state;
- b. promote Alaska as a location for film production;
- c. provide production assistance by connecting filmmakers with Alaska contractors, suppliers, and workers;
- d. certify Alaska film production internship training programs and promote the employment of interns by eligible productions; and
- e. in cooperation with the Department of Revenue, administer the Program.

The program creates an incentive for production companies to film in Alaska. The State of Alaska provides a transferable tax credit to qualified companies based on allowable production expenditures transacted in Alaska. The incentives on allowable expenditures range from 30 to 58 percent. The tax credits can be sold only to a business with an Alaska tax liability. The tax incentive program is housed in the Department of Revenue, but promotional responsibilities for the AFPIP reside with the Department of Commerce, Community and Economic Development. More information on the incentive program is available on the Alaska Film Office website: www.film.alaska.gov/incentives.

SECTION FIVE

SCOPE OF WORK

5.01 Scope of Work

The successful contractor will use her/his/the firm's established connections within the greater Los Angeles-based film and television industry to promote Alaska as a production location. The contractor will act as an agent on behalf of DCCED, provide introductions, arrange and conduct meetings, coordinate and participate in events to actively promote Alaska locations, services and workforce through on-going and appropriate communication with the industry. This may include, but is not necessarily limited to:

- face-to-face meetings
- trade shows
- hosting film industry events
- creating special opportunities

The contractor will identify feature film, episodic television and commercial projects suitable for production in Alaska and advocate for filming in Alaska to the key decision maker(s). The contractor is required to work closely with the DCCED project director (or designee) to confirm that productions identified meet the general criteria for inclusion in Alaska's film tax incentive program.

The primary goal of this project is to increase the number of productions shooting in state. The contractor will promote Alaska as a film destination by working with the industry to familiarize production executives, studios and other industry principals with locations, the film tax incentive program and the overall benefits of filming in Alaska.

5.02 Deliverables

The contractor will be required to provide the following deliverables:

- (a) A minimum of one trip to Anchorage, Alaska to meet with DCCED staff to experience firsthand the products and services available and learn the specifics of the film tax incentive program (4 to 5 full days), past history of the program, meet state and industry partners and become acquainted with Alaska as a film location.
- (b) Create a plan that details how the contractor will function as the state's official representative in the greater Los Angeles-based film and television industry; the plan must identify activities that would be used to promote Alaska to key decision makers.
- (c) Identify and recommend industry events and activities that are important for state officials to attend.
- (d) Collect and provide contact information for productions identified by the contractor as having high potential for Alaska production activity.
- (e) Suggest advisors or ambassadors who can assist in promotional efforts and augment state participation in industry activities.
- (f) Identify opportunities and events that will assist in soliciting productions.
- (g) Assist in coordinating and hosting events.
- (h) Identify and recommend marketing materials needed for promotional purposes.
- (i) Schedule, coordinate and participate in appropriate meetings/activities/events in consultation with the DCCED project director (or designee).

SECTION SIX

PROPOSAL FORMAT AND CONTENT

6.01 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.

- (a) The proposals should be presented in the order set forth herein and include all of the information requested. Each section should be numbered and titled with the corresponding number and titled section, with all relevant material included. Each page should be numbered consecutively and supplemental materials should be presented as labeled appendices, each of which is referenced in the text of its respective section.
- (b) In order to facilitate review of these proposals on an equitable basis, no more than 100 pages (12 point type and 8.5" x 11" page size) is preferred for the body of the proposal. In order to provide potential providers the opportunity to include additional information, the number of pages that may be included in the Appendices is not limited.
- (c) The proposal should be prepared without expensive artwork, unusual printing or materials not essential to its utility and clarity. Written proposals should be submitted only in binders (3-hole punched) or stapled to facilitate duplication (if necessary).
- (d) Original Copy. One of the four (4) required number of copies of the proposal should be marked "original" and contain the Cost Schedule and the original signed proposer information and assurance form – Attachment 3.
- (e) Table of Contents. Proposals should have a table of contents. List each section of the proposal with applicable page numbers with a separate section(s) identified for the appendices.
- (f) Page Numbers. Consecutively number all pages.

In particular, the following portions of this RFP must be returned with your response, filled in when applicable and in this order:

- (a) Proposer Information and Assurance. Proposals must be signed by a company officer empowered to bind the company on the Proposer Information and Assurance Form and the Alaska Bidder Preference Affidavit, if applicable. Failure to include notarized signatures on these forms in the proposal may cause the proposal to be determined to be non-responsive and the proposal may be rejected. The signed proposer information and assurance form should be placed at the front of the proposal, in the Introduction section. Include the original copy in the proposal marked "original". Attachment 3.
- (b) Proposals must include the complete name and address of the firm and the name, mailing address, and telephone number of the person Commerce should contact regarding the proposal.
- (c) Proposals must confirm that the firm will comply with all of the provisions in this RFP.
- (d) Any amendments to the RFP that require return and signature.
- (e) Attachment 4 – Certificate of Independent Price Determination.
- (f) Attachment 5 – RFP Cost Schedule – in Original Proposal ONLY.
- (g) Alaska Bidder Preference Affidavit. To receive the Alaskan Bidder Preference, proposals must include an affidavit (Attachment 6) certifying that the proposer is eligible to receive the Alaskan Bidder Preference. If a joint venture, all proposers must qualify. Submission of applicable preference documentation is the offeror's responsibility.

- (h) Proof of Alaska Business License & Other Required Licenses.
- (i) Minimum Requirements - Provide a detailed discussion, including examples and/or documentation, of how the offeror meets each Minimum Requirement.
- (j) Conflict of Interest and Restrictions: Provide a statement that no conflicts of interest exist or state that there were potential conflicts and they were declared in writing to the Department. If the contractor provided prior conflict of interest statements and the Department found no conflict existed, and/or the conflict was not significant and/or the conflict could be mitigated please include a copy of the Department's response.

6.02 Introduction

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

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

6.03 Understanding of the Project

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the scope of work and desired outcomes. Offerors must identify pertinent issues and potential problems related to the project and how the offeror will address each.

6.04 Methodology and Management Plan Used for the Project

Offerors must provide comprehensive narrative statements that set out the methodology and management plan they intend to follow. Illustrate how the methodology and management plan will serve to accomplish the work provide a project timeline with key milestones tied to deliverables.

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP. Provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract.

6.05 Experience and Qualifications

Offerors must provide a brief description of their firm, its work and number of years experience in the film and television production industry and its working relationship with studios and producers. Provide the most recent financial statements for the business and annual profit/loss balances for the past three years.

Provide a summary of three projects, completed within the past three years that are relevant to the scope of work outlined in this RFP. For each of the three projects, include:

- A brief description of the project scope, the budget, key tasks with timelines and the outcomes (both positive and negative)
- The name of the project manager assigned to each project.
- The names of other key staff, their title and role on each project.
- Client's contact information including name, address, and phone number.

For each person identified on the personnel roster, provide their:

- Role for this project,
- A brief resume highlighting relevant experience,
- Location(s) where work will be performed, and

- The number of estimated hours for this project.

Detailed information must be included in the proposal which describes the offeror's qualifications, experience and expertise as it relates to the minimum prior experience criteria.

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

6.06 Cost Proposal

Cost proposals must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, employee fringe benefits, payroll, profit, markups, direct expenses, travel costs, supplies, and overhead and administrative costs.

6.07 Evaluation Criteria

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

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

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

SECTION SEVEN

EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

7.01 Understanding of the Project (200 points)

Proposals will be evaluated against the questions set out below:

- [a] How well has the offeror demonstrated a thorough understanding of the project goals and the state's expected deliverables?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?

7.02 Methodology and Management Plan Used for the Project (150 Points)

Proposals will be evaluated against the questions set out below:

- [a] How comprehensive is the methodology and does it support all of the project requirements and logically lead to the deliverables required in the RFP?
- [b] Does the methodology and management plan clearly outline a schedule with key milestones that will achieve the state's goals?
- [c] How well has the offeror defined accountability and is the organization of the project team clear?
- [d] To what degree is the proposal practical and feasible?

7.03 Experience and Qualifications (150 Points)

Proposals will be evaluated against the questions set out below:

Questions regarding the personnel:

- [a] Do the individuals assigned to the project have experience on similar projects?
- [b] Are the brief resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- [c] Does the offeror clearly demonstrate each individual's relationship and/or connection to the film and television production industry in the desired area?

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 a record of successful outcomes?
- [f] How well has the firm demonstrated the financial stability to complete this project on a reimbursement basis?

7.04 Contract Cost (40 Percent/400 Points)

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

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.15.

7.05 Alaska Offeror Preference (10 Percent/100 Points)

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

SECTION EIGHT ATTACHMENTS

8.01 Attachments

1. Proposal Evaluation Form
2. RFP Acknowledgement Form
3. Proposer Information and Assurance Form
4. Certificate of Independent Price Determination
5. Cost Schedule
6. Alaska Bidder Preference Affidavit
7. Standard Agreement Form
8. Appendix A – General Provisions
9. Appendix B1
10. Notice of Intent to Award
11. Checklist

Attachment One - PROPOSAL EVALUATION FORM

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

Person or Firm Name: _____

Name of Proposal Evaluation (PEC) Member: _____

Date of Review: _____

RFP Number: 2014-0800-8159

EVALUATION CRITERIA AND SCORING

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

7.01 Understanding of the Project—200 Points

Proposals will be evaluated against the questions set out below.

[a] How well has the offeror demonstrated a thorough understanding of the project goals and the state's expected deliverables? [100]

EVALUATOR'S NOTES _____

[b] How well has the offeror identified pertinent issues and potential problems related to the project? [100]

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.01 _____

7.02 Methodology and Management Plan Used for the Project—150 Points

Proposals will be evaluated against the questions set out below.

[a] How comprehensive is the methodology and does it support all of the project requirements and logically lead to the deliverables required in the RFP? [50]

EVALUATOR'S NOTES _____

[b] Does the methodology and management plan clearly outline a schedule with key milestones that will achieve the state's goals? [40]

EVALUATOR'S NOTES _____

[d] How well has the offeror defined accountability and is the organization of the project team clear? [30]

EVALUATOR'S NOTES _____

[e] To what degree is the proposal practical and feasible? [30]

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.02 _____

7.03 Experience and Qualifications—150 Points

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

[a] Do the individuals assigned to the project have experience on similar projects? [25]

EVALUATOR'S NOTES _____

[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires? [20]

EVALUATOR'S NOTES _____

[c] Does the offeror clearly demonstrate each individual's relationship and/or connection to the film and television production industry in the desired area? [30]

EVALUATOR'S NOTES _____

Questions regarding the firm.

[d] How well has the firm demonstrated experience in completing similar projects on time and within budget? [25]

EVALUATOR'S NOTES _____

[e] How well has the firm demonstrated a record of successful outcomes? [20]

EVALUATOR'S NOTES _____

[f] How well has the firm demonstrated the financial stability to complete this project on a reimbursement basis? [30]

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.04 _____

EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS _____

Attachment 2
RFP RECEIPT ACKNOWLEDGMENT FORM

(Return to **Contracting Officer** as soon as possible, at "questions" address in Section 1.01)

Film Industry Representation

RFP # 2014-0800-8159

ISSUED: May 30, 2014

I have received the above specified RFP and

☐ **DO** INTEND TO RESPOND WITH A PROPOSAL

☐ **DO NOT** INTEND TO RESPOND WITH A PROPOSAL

AGENCY / ORGANIZATION / INDIVIDUAL

Agency

Organization

Individual

--	--	--

Address

Phone Number

--	--

Please Sign on the Above Line

Date

Attachment 3
Proposer Information and Assurance Form
REQUEST FOR PROPOSALS

Department of Commerce, Community and Economic Development

Film Industry Representation

RFP # 2014-0800-8159

Contract Projected to Begin: August 1, 2013

Contract Projected to End: June 30, 2014

- (1) Proposer's Name: _____
- (2) Proposer's Address: _____
Telephone Number: _____ Fax: _____
- (3) Status: For Profit: _____ Non-Profit: _____ Other: _____
- (4) Alaska Business License Number: _____
- (5) Internal Revenue or Social Security Number: _____
- (6) Professional Registration Number (if applicable): _____
- (7) Recipient Contact Person: _____
- (8) Authorized Representative: _____
- (9) **TERMS AND CONDITIONS:** The undersigned Proposer agrees to abide by the Department of Commerce, Community and Economic Development regulations and policies as described by law and delineated in the Request for Proposal (RFP).
- (10) The Proposer(s), by execution of the **Proposer Information & Assurance Form**, agree to be bound by the terms of the RFP and proposal for a period of not less than **90** days.

Proposer's Authorized Signature and Title*
(Must be sworn before a notary public)

Date (Month, Day and Year)

Sworn to and subscribed before me this _____ day of _____, 2013.

NOTARY PUBLIC

My commission expires:

*Proposals must be signed by an individual authorized to bind the Proposer to its provisions.

Attachment 4

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

(a) The proposer certifies that:

- (1) the prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication or agreement with any other proposer or competitor relating to:
 - (i) those prices,
 - (ii) the intention to submit an offer, or
 - (iii) the methods or factors used to calculate the prices offered;
- (2) the prices in this offer have not been and will not be knowingly disclosed by the proposer, directly or indirectly, to any other proposer or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) no attempt has been made or will be made by the proposer to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory

- (1) is the person in the proposer's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (A)(1) through (A)(3) above; or
 - (i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (A)(1) through (A)(3) above:

(Name)

(Title)

(Name)

(Title)

(Name)

(Title)

[Insert full name of person(s) in the proposer's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the proposer's organization, (add lines as needed)];

- (ii) as an authorized agent, does certify that the principals named in subdivision (B)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (A)(1) through (a)(3) above.
- (iii) as an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (A) (1) through (A)(3) above.
- (c) If the proposer deletes or modifies subparagraph (A)(2) above, the proposer must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

Proposer's Authorized Signature and Title*

Date (Month, Day and Year)

(must be sworn before a notary public, by person authorized to sign for company).

Sworn to and subscribed before me this ____ day of _____, 2013.

NOTARY PUBLIC

My commission expires: _____

Attachment 5
RFP COST SCHEDULE
RFP # 2014-0800-8159
Film Industry Representation for Alaska

Offerors must provide pricing as outlined below or their proposal will be rejected as non-responsive.

Fees proposed by the successful Offeror must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates (if applicable), employee fringe benefits, payroll, profit, markups, direct expenses, necessary travel costs, supplies, shipping and delivery costs overhead and administrative costs and any and all other expenses associated with the performance of this contract. Whatever rates are proposed must be used consistently throughout the proposal.

Yearly fees are expected to total between \$60,000.00 and \$85,000.00. Proposals priced at more than \$85,000.00 per year or \$170,000.00 total will be considered non-responsive and will not be evaluated.

During the period of the contract all price decreases experienced by the contractor must be passed on to Commerce. A contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract.

Payment is contingent upon budget approval and actual work performed by the successful offeror.

Proposal price will be evaluated based on the criteria listed below:

Item Description	Monthly Project Fee	X	Number of Months in One Year	Cost per Year
Representation Services	\$	X	12	\$
GRAND TOTAL FOR 2 YEARS				

Please do not include pricing information anywhere else in your proposal other than on Attachment 5.

Attachment 6

**Complete Only One of the
Following:**

RFP # 2014-0800-8159

STATE OF ALASKA
Department Of Commerce, Community, And Economic Development
Certificate Of Qualification For Alaska Bidder Preference
AS 36.30.170(b)

Invitation to Bid #

Business Name:

Business Address:

I certify under penalty of perjury that the above business qualifies for the Alaska Bidder Preference under the following conditions:

1. Holds a current valid Alaska Business License (a copy must be attached);
2. Submits a bid for goods, services, or construction under the name as appearing on the persons current Alaska Business License;
3. Has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid;
4. Is incorporated or qualified to do business under the laws of the state, is a sole proprietorship, and the proprietor is a resident of the state or is a partnership, and all partners are residents of the state; and
5. If a joint venture, is composed entirely of ventures that qualify under (1) to (4) of this subsection.

Federal Employer Identification Number (EIN) **OR**
Social Security Number (SSN)

Alaska Business License Number **and**
Expiration Date

Authorized Signature(s)

Printed Name(s)

This Certificate must be included in your bid or proposal to be considered for the preference.

Attachment 7

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

1. Agency Contract Number	2. DGS Solicitation Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number Film Representation	7. Alaska Business License Number	

This contract is between the State of Alaska,

8. Department of Commerce, Community and Economic Development	Division of Economic Development	hereafter the State, and
--	----------------------------------	--------------------------

9. Contractor	hereafter the Contractor
---------------	--------------------------

Mailing Address	Street or P.O. Box	City	State	ZIP+4
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10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.

ARTICLE 2. Performance of Service:

2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract.

2.2 Appendix B sets forth the liability and insurance provisions of this contract.

2.3 Appendix C sets forth the services to be performed by the contractor.

ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.

ARTICLE 4. Considerations:

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.

4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:

11. Department of Commerce, Community, and Economic Development	Attention: DED
--	-------------------

Mailing Address	Attention:
-----------------	------------

12. CONTRACTOR		14. CERTIFICATION: 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 alterations 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.	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division Commerce/DED	Date		
Signature of Division Director			
Typed or Printed Name of Division Director Lorene Palmer			
Title Director			
		Typed or Printed Name Jo Ellen Hanrahan	
		Title Director of Administrative Service	
		RFP 2014-0800-8159	

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

02-093 (12/29/08)

Attachment 8

APPENDIX A GENERAL PROVISIONS

Article 1. Definitions.

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

Article 2. Inspection and Reports.

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

Article 3. Disputes.

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

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in 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 which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 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 Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. The State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

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

Article 7. No Additional Work or Material.

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

Article 8. Independent Contractor.

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

Article 9. Payment of Taxes.

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

Article 10. Ownership of Documents.

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

Article 11. Governing Law.

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

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law the General Provisions of this contract supersede any provisions in other appendices.

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

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

Attachment 9

APPENDIX B¹ INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

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

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

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

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

Attachment 11

PROPOSAL RESPONSIVENESS CHECKLIST

Film Industry Representation For Alaska

RFP #2014-0800-8159

The following information must be included in each proposal. Proposers who do not respond to each item as specified below will be considered "non-responsive" and the proposal will not be accepted for evaluation and possible award of contractual services.

This checklist may not be all inclusive of the items required to be submitted in the proposal. In case of a conflict between this checklist and the RFP, the requirements of the RFP will prevail.

(Proposers are encouraged to use this checklist in preparation of proposals).

Description	Checklist
Proposal received by 2:00PM, Friday, June 28, 2013 in the Procurement Office on the Ninth Floor, 333 Willoughby Avenue, Juneau, Alaska 99801. (see Section 1.01)	
Proposal includes One original and 3 Copies (4 total copies)	
Any amendments to the RFP	
Attachment 3 – Proposer Information and Assurance Form	
Attachment 4 – Certificate of Independent Price Determination	
Attachment 5 – RFP Cost Schedule	
Attachment 6 – Alaska Bidder Preference Affidavit	
Proof of Alaska Business License & Other Required Licenses	
Prior Experience Requirements	
Conflict of Interest and Restrictions	
Subcontractors List	
Understanding of the Project	
Methodology & Management Plan Used for the Project	
Experience and Qualifications	