

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: 2015-0800-2913 Date of Issue: January 20, 2015

RFP Title: Marketing and Communications Services

Offerors Are Not Required To Return This Form.

<u>Important Notice</u>: 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.

Gina Chalcroft
Procurement Manager
gina.chalcroft@alaska.gov
Division of Administrative Services
Department of Commerce, Community, and Economic Development
PO Box 110803
9th floor; State Office Building; 333 Willoughby Avenue
Juneau, Alaska 99811-0803

TABLE OF CONTENTS

1.01	RETURN MAILING ADDRESS, CONTACT PERSON, TELEPHONE, FAX NUMBERS AND DEADLINE FOR RECEIPT OF PROPOSALS	
1.02	CONTRACT TERM AND WORK SCHEDULE	
1.03	PURPOSE OF THE RFP	
1.04	BUDGET	
1.05	LOCATION OF WORK	
1.06	Human Trafficking	
1.07	ASSISTANCE TO OFFERORS WITH A DISABILITY	
1.08	Required Review	
1.09	QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS	
1.10	AMENDMENTS	
1.11	ALTERNATE PROPOSALS	
1.12	RIGHT OF REJECTION	
1.13	STATE NOT RESPONSIBLE FOR PREPARATION COSTS	
1.14	DISCLOSURE OF PROPOSAL CONTENTS	
1.15	SUBCONTRACTORS	
1.16	JOINT VENTURES	
1.17	OFFEROR'S CERTIFICATION	
1.18	CONFLICT OF INTEREST	
1.19	RIGHT TO INSPECT PLACE OF BUSINESS	
1.20	SOLICITATION ADVERTISING	
1.21	News Releases	8
1.22	ASSIGNMENT	8
1.23	DISPUTES	8
1.24	SEVERABILITY	8
1.25	FEDERAL REQUIREMENTS	8
CE CTI	ON TWO STANDARD PROPOSAL INFORMATION	0
2.01 A	AUTHORIZED SIGNATURE	9
2.02 F	RE-PROPOSAL CONFERENCE	9
2.03 S	ITE INSPECTION	9
2.04 A	AMENDMENTS TO PROPOSALS	9
$2.05 \mathrm{S}$	UPPLEMENTAL TERMS AND CONDITIONS	9
2.06 (LARIFICATION OF OFFERS	9
2.07 I	DISCUSSIONS WITH OFFERORS	10
2.08 F	RIOR EXPERIENCE	10
2.09 E	VALUATION OF PROPOSALS	10
2.10 V	⁷ ENDOR TAX ID	10
2.11 F	C.O.B. POINT	10
2.12 A	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	11
2.13 A	APPLICATION OF PREFERENCES	11
2.145	PERCENT ALASKA BIDDER PREFERENCE.	12
2.15 5	PERCENT ALASKA VETERAN PREFERENCE.	12
2.16 F	FORMULA USED TO CONVERT COST TO POINTS AS 36.30.250 & 2 AAC 12.260	12
2.17 A	ALASKA OFFEROR PREFERENCE	13
2.18 (CONTRACT NEGOTIATION	14
2.19 F	AILURE TO NEGOTIATE	14
	NOTICE OF INTENT TO AWARD (NIA) — OFFEROR NOTIFICATION OF SELECTION	
	ROTEST	
	NAME THAT IS A DECEMBER OF THE CONTROL OF THE CONTR	
SECTIO	ON THREE STANDARD CONTRACT INFORMATION	16
3.01 (CONTRACT TYPE	16
	ONTRACT APPROVAL	
	TANDARD CONTRACT PROVISIONS	
	PROPOSAL AS A PART OF THE CONTRACT	
	ADDITIONAL TERMS AND CONDITIONS	
	NSURANCE REQUIREMENTS	
	CONTRACT FUNDING	
	PROPOSED PAYMENT PROCEDURES	
	CONTRACT PAYMENT	
	NFORMAL DEBRIEFING	
5.101	N ORMAL PLDRILL INC	1 /

3.11 CONTRACT PERSONNEL 3.12 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES 3.13 TERMINATION FOR DEFAULT 3.14 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS 3.15 CONTRACT INVALIDATION 3.16 NONDISCLOSURE AND CONFIDENTIALITY	
SECTION FOUR BACKGROUND INFORMATION	19
4.01 Background Information	19
SECTION FIVE SCOPE OF WORK	20
5.01 Scope of Work	20
SECTION SIX PROPOSAL FORMAT AND CONTENT	22
6.01 PROPOSAL FORMAT AND CONTENT	
6.02 Introduction	
6.04 EXPERIENCE AND QUALIFICATIONS	
6.06 Cost Proposal	24
6.07 EVALUATION CRITERIA	24
SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION	25
7.01 Understanding of the Project/ Management Plan (150 Points)	25
7.02 Firm Experience (50 Points)	25
7.03 PROJECT EXPERIENCE (150 POINTS)	
7.04 EXPERIENCE AND QUALIFICATIONS OF PERSONNEL (100 POINTS)	
7.06 Contract Cost (250 Points)	
7.07 ALASKA OFFEROR PREFERENCE (100 POINTS)	
SECTION EIGHT ATTACHMENTS	27
8.01 ATTACHMENTS	27

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. The cost proposal must be included **ONLY** in the proposal marked "Original." The sealed proposal package must be addressed as follows:

Department of Commerce, Community, and Economic Development
Division of Administrative Services
Attention: Gina Chalcroft
Request for Proposal (RFP) Number: 2015-0800-2913
Marketing and Communication Services

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, February 13, 2015. 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/Alaska Relay: 711

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 from the date of award, approximately April 1, 2015 through June 30, 2016 with the State's option to renew for three (3) additional one-year periods through June 30, 2019.

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:** January 20, 2015
- Pre Proposal Conference: January 30, 2015
- Written Comments Due: February 2, 2015
- Deadline for Receipt of Proposals: February 13, 2015

- Proposal Evaluation Committee completes Filter I evaluation by: February 27, 2015
- Oral Presentations: March 2 6, 2015
- Proposal Evaluation Committee completes Filter 2 evaluation by: March 6, 2015
- State of Alaska issues Notice of Intent to Award a Contract: March 9, 2015
- State of Alaska issues contract: March 20, 2015
- Contract start: April 1, 2015

If the RFP deadline is extended the Entire Schedule extends, at a minimum, the same number of days

1.03 Purpose of the RFP

The Department of Commerce Community, and Economic Development, Division of Economic Development (DCCED), is soliciting proposals for marketing and communications services.

1.04 Budget

DCCED estimates a budget for the initial term (Approximately 4/1/15-6/30/16) not to exceed \$375,000.00. DCCED estimates a Total budget of \$1,125,000.00 for this project. Proposals priced at more than \$1,125,000.00 Total will be considered non-responsive and will not be evaluated.

1.05 Location of Work

The location(s) the work is to be performed, completed and managed at the Contractor's location, as well as work locations the Contractor determines necessary to complete the scope of work.

The state **WILL NOT** provide workspace for the contractor. The contractor must provide its own workspace. By signature on their proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

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

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

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

1.06 Human Trafficking

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

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

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

1.07 Assistance to Offerors with a Disability

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

1.08 Required Review

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

1.09 Questions Received Prior to Opening of Proposals

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, February 2, 2015. Inquiries/questions must be sent to Gina Chalcroft at gina.chalcroft@alaska.gov with the subject line: "RFP 2015-0800-2913". 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 the 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.

1.10 Amendments

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

1.11 Alternate Proposals

Offerors may only submit one proposal for evaluation.

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

1.12 Right of Rejection

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

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

Minor informalities that:

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

1.13 State Not Responsible for Preparation Costs

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

1.14 Disclosure of Proposal Contents

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

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

1.15 Subcontractors

Subcontractors will not be allowed.

1.16 Joint Ventures

Joint ventures will not be allowed.

1.17 Offeror's Certification

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

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

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

1.18 Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly

employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner of the DCCED reserves the right to **consider a proposal non-responsive and reject it or** cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

1.19 Right to Inspect Place of Business

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

1.20 Solicitation Advertising

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

1.21 News Releases

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

1.22 Assignment

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

1.23 Disputes

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

1.24 Severability

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

1.25 Federal Requirements

The offeror must identify all known 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 Friday January 30, 2015 at 10:30 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. This registration is in addition to registering for the RFP.

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 (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or

substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

2.07 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 procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

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

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

2.08 Prior Experience

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

- In business for three years providing marketing and communications consulting services;
- Project manager must have at least five years of experience working on projects with budgets in excess of \$250,000.00.

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

2.09 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

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

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

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

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

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

2.13 Application of Preferences

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

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

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

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

2.14 5 Percent Alaska Bidder Preference AS 36.30.321(a), AS 36.30.990[25], & 2 AAC 12.260

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

- (1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- (2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- (3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- (5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Affidavit

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

If the offeror is a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner and include a statement certifying that all members or partners are residents of the state. If the offeror is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

2.15 5 Percent Alaska Veteran Preference AS 36.30.321(f)

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

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

Alaska Veteran Preference Affidavit

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

2.16 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

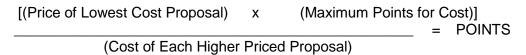
[STEP 1]

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.



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.

Offeror #3 receives 33.7 points.

2.17 Alaska Offeror Preference AS 36.30.321 & 2 AAC 12.260

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

EXAMPLE

Alaska Offeror Preference

[STEP 1]

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

Total number of points available - 100 Points

[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 Anchorage, Alaska.

If the contract negotiations take place in Anchorage, 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 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 firm 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 DCCED, 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 (Appendix A/Attachment 8). 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 February 2, 2015 to the Procurement Manager only. 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 B2 (Attachment 9), 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 B2 must be addressed in writing by February 2, 2015 to the Procurement Manger only. Requests to materially alter Appendix B2 after the due date of proposals will not be entertained.

3.07 Contract Funding

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

3.08 Proposed Payment Procedures

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

3.09 Contract Payment

No payment will be made until the contract is approved by the Commissioner of DCCED 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 DCCED 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).

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

Background information concerning this project is as follows:

DCCED supports the growth and diversification of Alaska's economy through business assistance, financing, promotion, and public policy. In order to effectively represent all of Alaska, the division works closely with industry leaders, allied agencies, and economic development organizations across the state, including the Alaska Regional Development Organizations (ARDORs).

Critical to the growth of Alaska's economy is DCCEDs support of Alaska's small businesses through technical assistance and the promotion of Alaska's manufacturing sector through the Made in Alaska and Alaska Product Preference programs. Equally critical is the provision of capital to businesses that would not otherwise qualify for private-sector lending. DCCED currently administers ten revolving loan funds broadly serving Alaska's small businesses with total assets approaching \$200 million.

Showcasing Alaska's abundant economic opportunity found in its natural resources, human capital, and emerging industries, DCCED actively promotes Alaska's business climate via its *Alaska: North to Opportunity* campaign. DCCED works closely with other state agencies to leverage resources for Alaskan businesses, and also partners with the private sector to promote Alaskan goods and services. Additional information about DCCED is available on the department's website: http://commerce.state.ak.us/dnn/ded/Home.aspx

SECTION FIVE SCOPE OF WORK

5.01 Scope of Work

The contractor will provide marketing and communications services in support of the division's development and promotional work. Work associated with this RFP may involve any of the following: marketing and communications strategy; advertising; digital communications; document design, editing, publication, and distribution and other related services.

Marketing and Communications Strategy

- Provide a marketing and communication plan for promotional programs and informational campaigns;
- Conduct market or program surveys or demographic research;
- Recommend strategies for educating Alaskans about DCCED programs.
- Pursue cooperative promotional opportunities with other government and nongovernment agencies at a state and community level;
- Draft press releases or public presentation materials.

Advertising

- Identify promotional opportunities and the placement of print; radio; and television advertising.
- Design, production, and/or placement of advertising in various media;
- Develop promotional materials or displays for conferences or trade shows;
- Design and implement point of sale retail campaigns.

Document Design, Editing, Publication, and Distribution

- Produce promotional or collateral materials such as flyers, posters, brochures, or newsletters;
- Write, edit, design and/or print reports developed by DCCED for public distribution;
- Prepare informational press packets or media releases;
- Develop media, (i.e. PowerPoint or video presentations) to promote DCCED programs and projects for speaking events.

Other Related Services

- Plan, organize, and manage events.
- Coordinate project planning and implementation.
- Plan and execute familiarization tours.
- Coordinate, design and may implement digital and online media strategies.

The Work Order Process

After identifying a need for a project, the Project Manager will submit a written Work Order to the Contractor describing the tasks to be completed. As an alternative, the Project Manager may provide a project outline and request the Contractor provide a draft work plan. The Work Order will:

- 1. Identify the tasks to be completed;
- 2. Identify deliverables;
- 3. Provide a deadline for completion of the tasks;
- 4. Provide a deadline for submission of the work order proposal.

Within the timeframe identified in the work order request the Contractor will provide a written proposal that includes:

- 1. Concurrence with the plan and deliverables or an alternate plan and deliverables.
- 2. Estimated time involvement of key individuals.
- 3. A list of any proposed vendors and the work they will be doing.
- 4. A proposed work schedule identifying any critical decision points and expectations the consultant may have for review or participation.

- 5. A cost proposal to complete the work order that includes estimates of all labor, transportation, materials, and expenses to complete the project.
- 6. A fixed cost price for the project as proposed; in the event a particular project has too many unknown variables to prepare a fixed price proposal, the consultant in conjunction with the Project Manager will make the determination to allow an alternative method of cost pricing.

The final work order scope, terms, schedule, and cost will be agreed to in writing by both parties and a notice to proceed from DCCED will be issued.

DCCED Expectations:

- 1. Notification time periods for work orders may vary from 24 hours to several weeks, depending on the nature and complexity of work required.
- 2. Vendors may be used by the consultant subject to approval by the Project Manager. The consultant must submit the business name, point of contact, address, phone, email and business license number with each work order.
- 3. The consultant will seek to be efficient with regard to time expended and costs incurred.
- 4. All work done under this contract will be property of the State of Alaska; project files will be transferred to DCCED at the completion of each work order and must be editable using state resources.
- 5. Unless otherwise required by law or made public by DCCED, all discussions with Agency staff will be kept confidential. In addition all documents, computer files and all other data compiled by or received by the Contractor under this Contract shall be treated by the Contractor as confidential and shall be delivered only to the designated project manager or other authorized staff as required in the contract. Its contents shall not be made known by the Contractor to any person other than personnel or Subcontractors of the Contractor performing services under this Contract without written consent of DCCED. The Contractor shall direct any request for documents, data or other records to the project manager.

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 (11 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 and links to websites are not limited, but will not be reviewed extensively or be allocated points.
 - Portfolios are limited to 15-pages (one sided) of graphic work samples corresponding to the activities described in the Scope of Work.
- (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) <u>Original Copy</u>. 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) Page Numbers. Consecutively number all pages in the written proposal.

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) <u>Alaska Bidder Preference Affidavit</u>. 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/Management Plan

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 contract and how the offeror will address each.

Offerors must provide a brief narrative statement that describes the management plan they intend to execute for this project. Offerors must introduce the project team, provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority and designate the Project Manager responsible and accountable for the project and work order process.

6.04 Experience and Qualifications

Firm Experience

- Offerors must provide a brief description of their firm, its work history, client list and number of years providing marketing and communications services.
- List key personnel that may be directly involved in this project and what their role will be.

References from DCCED are discouraged.

Project Experience

Provide a summary of three projects completed within the past five years that includes highlights from three or more activities found in the scope of work.

Include:

- A description of the project scope, budget, key tasks with timelines, and outcomes.
- Graphic examples from the completed project should be included in a project portfolio, which is limited to 5 pages
- The name of the project manager.
- The names of key staff who worked on the project, and their title and role.
- Client's contact information including name, address, and phone number.

Personnel Experience

Provide the following for the key staff:

Role for this project;

• Brief resumes that include relevant experience, education, current certifications and professional memberships – no more than one page per individual.

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, overhead and administrative costs.

Hourly rates must be included for the following positions:

- Management Level
- Professional Level
- Paraprofessional Level
- Mid Level
- Administrative Level
- Clerical Level

6.07 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. Filter One: proposals will then be evaluated using Criteria from: Sections 7.01; 7.02; 7.03; 7.04; 7.06 and 7.07. Proposals that pass Filter One will move to Filter Two: Section 7.05. Oral Presentations. Proposals that pass Filter Two will move to Filter Three: Reference's will be called.

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.

6.08 Oral Presentations

Offerors that pass Filter One will be required to present concepts developed in response to the assignment before the Procurement Evaluation Committee (PEC). The purpose of this demonstration is to give the PEC the opportunity to evaluate the organization and creative ability to meet the Scope of Work. The Offeror will have an opportunity to respond to the questions asked by the Procurement Officer.

The requirements of the demonstration are:

- 1. Offerors will be provided a sample Contract Task Assignment and will present concepts developed in response to the assignment;
- 2. In-person Oral Presentation will take place in Anchorage, Alaska;
- 3. Each Offeror will have twenty (20) minutes to present their concepts;
- 4. The procurement officer will ask questions regarding the presentation. These questions will be limited to fifteen (15) minutes at the end of the presentation;
- 5. Oral presentations are a scripted process. Offerors may present, but not ask for feedback during or following the presentation.

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/ Management Plan (150 Points)

Proposals will be evaluated against the questions set out below:

- [a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project? (50 points)
- [b] How well has the offeror identified pertinent issues and potential problems related to the project? (50 points)
- [c] How well has the offeror defined accountability and is the organization of the project team clear? (50 points)

7.02 Firm Experience (50 Points)

Proposals will be evaluated against the questions set out below:

- [a] Does the firm have experience providing marketing and communications services to Alaska firms? (20 points)
- [b] Do key personnel offer specific expertise requested in the Scope of Work? (30 points)

7.03 Project Experience (150 Points)

Proposals will be evaluated against the questions set out below:

- [a] Do the examples of previous project experience show the quality of work, creativity, and level of expertise, needed to provide the required services? (50 points)
- [b] Are the examples from previous projects complete and relevant, and do graphics of completed products depict creative, well-designed material? (25 points)
- [c] Has the proposed project manager led projects that were executed on time, under budget and demonstrably met with the client's satisfaction? (50 points)
- [d] Did the personnel included in the proposal work on the projects listed? (25 points)

7.04 Experience and Qualifications of Personnel (100 Points)

Proposals will be evaluated against the questions set out below:

- [e] Do the individuals assigned to the project have experience on similar projects? (25 points)
- [f] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires? (25 points)
- [g] How extensive is the applicable education and experience of the personnel designated to work on the project? (25 points)
- [h] Are individuals available for the duration of the contract? (25 points)

7.05 Oral Presentations (200 Points)

- [a] Was the Offeror's campaign presentation creative and did it demonstrate the kind of work the State of Alaska is seeking as part of this contract? (100 points)
- [b] Did the Offeror identify compelling messaging opportunities for distinct target markets? (50 points)
- [c] Did the Offeror demonstrate a working knowledge of the industry on which they are presenting? (50 points)

7.06 Contract Cost (250 Points)

250 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.

7.07 Alaska Offeror Preference (100 Points)

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference is 100 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 Informational
- 2. RFP Acknowledgement Form Due to Procurement Officer by: February 2, 2015
- 3. Proposer Information and Assurance Form In Proposal
- 4. Certificate of Independent Price Determination In Proposal
- 5. Cost Schedule In "Original" Proposal Only
- 6. Alaska Bidder Preference Affidavit In Proposal if applicable
- 7. Standard Agreement Form Informational
- 8. Appendix A General Provisions Informational
- 9. Appendix B2 Informational
- 10. Notice of Intent to Award Informational
- 11. Resource Sheet Instructions In Proposal
- 12. Contract Task Assignment Form- Informational
- 13. Contract Task Notice to Proceed Form Informational
- 14. Checklist Informational

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							
							Proposals will be evaluated against the questions set out below.
							[a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project? (50 points
							EVALUATOR'S NOTES
[b] How well has the offeror identified pertinent issues and potential problems related to the project? (50 points)							
EVALUATOR'S NOTES							
[c] How well has the offeror defined accountability and is the organization of the project team clear? (50 points)							
EVALUATOR'S NOTES							
EVALUATOR'S POINT TOTAL FOR 7.01							
7.02 Firm History—50 Points							
Proposals will be evaluated against the questions set out below.							
[a] Does the firm have experience providing marketing and communications services to Alaska firms? (20 points)							
EVALUATOR'S NOTES							
[b] Do key personnel offer specific expertise requested in the Scope of Work? (30 points)							
EVALUATOR'S NOTES							
EVALUATORIS POINT TOTAL FOR 7.02							
EVALUATOR'S POINT TOTAL FOR 7.02							

7.03 Project Experience and Qualifications—150 Points

a] Do the examples of previous project experience show the quality of work, creativity, and level of expertise, needed provide the required services? (50 points)					
EVALUATOR'S NOTES					
[b] Are the examples from previous projects complete and relevant, and do graphics of completed products depict creative, well-designed material? (25 points)					
EVALUATOR'S NOTES					
[c] Has the proposed project manager led projects that were executed on time, under budget and demonstrably met the client's satisfaction? (50 points)	with				
EVALUATOR'S NOTES					
[d] Did the personnel included in the proposal work on the projects listed? (25 points) EVALUATOR'S NOTES					
7.04 Personnel Experience and Qualifications—100 Points					
Proposals will be evaluated against the questions set out below. [a] Do the individuals assigned to the project have experience on similar projects? (25 points)					
EVALUATOR'S NOTES					
[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in work the RFP requires? (25 points) EVALUATOR'S NOTES	the				
[c] How extensive is the applicable education and experience of the personnel designated to work on the project? (2 points)	25				
EVALUATOR'S NOTES					
[k] Are individuals available for the duration of the contract? (25 points) EVALUATOR'S NOTES					

Proposals will be evaluated against the questions set out below.

7.05 Oral Presentations (200 Points)				
[a] Was the Offeror's campaign presentation creative and did it demonstrate the kind of work the State of Alaska seeking as part of this contract? (100 points)				
EVALUATOR'S NOTES				
[b] Did the Offeror identify compelling messaging opportunities for distinct target markets? (50 points)				
EVALUATOR'S NOTES				
[c] Did the Offeror demonstrate a working knowledge of the industry on which they are presenting? (50 points)				
EVALUATOR'S NOTES				
EVALUATOR'S POINT TOTAL FOR 7.05				
EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS				

EVALUATOR'S POINT TOTAL FOR 7.04

Attachment 2 RFP RECEIPT ACKNOWLEDGMENT FORM

(Return to **Procurement Officer** by February 2, 2015)

Marketing and Communication Services

RFP # 2015-0800-2913

ISSUED: January 20, 2015

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 / INDI	VIDUAL			
Agency	Organization	Individual			
	Address	Phone Number			
Please Sign on the Abo	ve Line	Date			

Attachment 3 Proposer Information and Assurance Form

REQUEST FOR PROPOSALS #2015-0800-2913

Department of Commerce, Community and Economic Development Marketing and Communication Services

Contract Projected to Begin: April 1, 2015 Contract Projected to End: June 30, 2019

(1)	Proposer's Name					
(2)	Proposer's Address					
	Telephone Number		Fax Nur	mber		
(3)	Status:	For Profit	Non-	Profit	Other	
(4)	Alaska Business License	Number:				
(5)	Internal Revenue of Socia	al Security Number:				
(6)	Professional Registration	Number:				
(7)	Recipient Contact Perso	n:				
(8)	Authorized Representation					
(9)	TERMS AND CONDITIO	NS: The undersigned	Proposer agi	ees to abid	e by the Departi	ment
	of Commerce, Commun	ty and Economic Dev	elopment reg	ulations an	d policies as	
	described by law and de	lineated in the Reques	st for Proposi	al (RFP).		
(10)	The Proposer(s), by exec	cution of the Proposer	Information	& Assuranc	e Form, agree to	o be
	bound by the terms of th	e RFP and proposal fo	or a period of	not less th	an 90 days.	
	·		·		·	
	Proposer's Authorized (Must be sworn before			Date (M	onth, Day and Y	'ear)
	Sworn to and subscrib	ed before me this	day of	,	2015.	
						_NOTARY PUBLIC
	My commission expire	s:				
	*Proposals mu	st be signed by an individu	al authorized to	bind the Prop	oser to its provision	IS.

Attachment 4

		(CERTIFICATE OF INDEPENDENT PRICE DETERMINATION					
(a)	The		certifies that:					
	(1)		the prices in this offer have been arrived at independently, without, for the purpose of ng competition, any consultation, communication or agreement with any other proposer or itor relating to: those prices, the intention to submit an offer, or 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, or indirectly, to any other proposer or competitor before bid opening (in the case of a sealed citation) or contract award (in the case of a negotiated solicitation) unless otherwise required and					
	(3)	(3) no attempt has been made or will be made by the proposer to induce any other co 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 th principals have not participated, and will not participate in any action contrary to subpara (A)(1) through (A)(3) above: 							
		(Name)	(Title)					
		(Name)	(Title)					
		(Name)	(Title)					
[lr			person(s) in the proposer's organization responsible for determining the prices offered in this bid or d the title of his or her position in the proposer's organization, (add lines as needed)];					
		ha	s an authorized agent, does certify that the principals named in subdivision (B)(2)(i) above we not participated, and will not participate, in any action contrary to subparagraphs (A)(1) ough (a)(3) above.					

- as an agent, has not personally participated, and will not participate, in any action contrary to (iii) 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* (must be sworn before a notary	Date (Month, Day and Year) public, by person authorized to sign for company)
Sworn to and subscribed before me this	day of, 2015.
	NOTARY PUBLIC
My commission expires:	-

Attachment 5 RFP COST SCHEDULE

RFP # 2015-0800-2913

Marketing and Communications Services

Proposers must provide pricing as outlined in the attached Cost Schedule Instructions (Attachment 11) and the attached Excel file RFP Cost Schedule (Attachment 5) or their proposal will be rejected as non-responsive.

The hourly rate specified for each position must include: all profit, overhead, taxes, tips, travel and administrative costs associated with performing the work required under this contract. This includes all accounting, billing, and invoicing costs to be incurred by the contractor.

Whatever rates are proposed must be used consistently throughout the proposal and any resulting contract.

SPECIAL NOTE:

Offeror's cost and pricing information is limited to this cost schedule. Pricing information on any other page(s) of the offeror's proposal may be removed prior to evaluation. To ensure that your proposal is fully considered in the evaluation phase, costs, pricing or budget amounts for this RFP should be included in Attachment 5 only.

Attachment 6

Complete Only One of the Following:

RFP # 2015-0800-2913

Invitation to Bid #

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

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		
Vendor Number 6. Project/Case Number Marketing and Communication			ion Services	7. Alaska Business	License Number		
This contract is between the State of Alas	ska,						
8. Department of: Commerce, Communit Economic Development		Division Economic Dev	velopment (DED))		hereafter the State, and	
9. Contractor		•				hereafter the Contractor	
Mailing Address	City		State	ZIP+4			
ARTICLE 1. Appendices: Appendi	rvice: I Provisions), Articl h the liability and ir h the services to b nce: The period of of the contractor's	les 1 through 14 issurance provisi e performed by performance for performance un accordance wi	der this contract the provision	erformance of service ract. egins t, the State shall pay to so of Appendix D.	es under this contrac	, and	
11. Department of	Attention:	Attention:					
Commerce, Community, and Econom	nic Development		DED	DED			
Mailing Address	Attention:						
12. CONTRAC	TOR		14 CFRT	IFICATION: L certi	ify that the facts h	nerein and on supporting	
Name of Firm	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						
Signature of Authorized Representative Date							
Typed or Printed Name of Authorized Representative			otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815820. Other disciplinary action may be taken up to and including dismissal.				
Title			Includ	ing distribudi.			
13. CONTRACTING	AGENCY		Signature of	Head of Contracting A	gency or Designee	Date	
Department/Division DCCED/DED		Date					
Signature of Division Director	Typed or Printed Name Jeanne Mungle						
Typed or Printed Name of Division Directo Joe Jacobson	r		Title Director of Administrative Service				
Title Director	RFP 2015-0800-2913						

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 signing this contract.

Article 2: Inspections and Reports

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

Article 3: Disputes

3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 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, 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 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. In the absence of a breach of contract by the contractor, 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. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. 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; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12: Conflicting Provisions

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13: Officials Not to Benefit

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

Article 14: Covenant Against Contingent Fees

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

Article 15: Compliance

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16: Force Maieure

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

Attachment 9 APPENDIX B² 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.
- **2.4 Professional Liability Insurance:** covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

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

Attachment 10 Date Issued STATE OF ALASKA DEPARTMENT OF COMMERCE, COMMUNITY, AND **ECONOMIC DEVELOPMENT Authority Number** NOTICE OF INTENT TO AWARD 2015-0800-2913 FOR PROCUREMENTS OVER \$100,000. Name of Agency and Mailing Address Name of Procurement Officer PO Box 110803, Juneau, AK 99811-0803 **Gina Chalcroft** Name of Project **Marketing and Communication Services** This is notice of the State of Alaska's intent to award a contract. The Proposer, identified here as the apparent Successful Proposer, is instructed not to proceed until a signed contract or other written notice of award is received from the State. A firm or person who proceeds prior to receiving a signed contract or other written notice of award does so at his or her own A Proposer who wishes to protest this Notice of Intent must file a protest within ten (10) calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. All protests shall be filed with the Department of Commerce, Community, and Economic Development's Procurement Officer in writing and 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,
- (e) The form of relief requested

Per AS 36.30.550, AS 36.30.560 and AS 36.30.565

Apparent Successful Proposer's Name and Address All other Proposer's Names and Addresses in Alphabetical Order

Attachment 11 – Resource Sheet Instructions:

Use this attachment to provide the name and position title of each person who will perform services under this contract. The position title must fall within the State Identified Levels or Offeror's Example Job Title specified on the Cost Schedule. Only one position title per person is allowed. During the term(s) of the contract, new contractor personnel may be added or current personnel may be assigned a new position title provided the contractor notifies the State Project Manager of the name and position title of the personnel being added or re-assigned.

Other than to add personnel beyond the number of rows provided, modification of the format of Attachment 11 – Resource Sheet is not allowed and may result in your proposal being found non-responsive. Failure to include Attachment 11 – Resource Sheet with your proposal will result in your proposal being found non-responsive.

NAME	LEVEL	POSITION TITLE

ATTACHMENT 12 CONTRACT TASK ASSIGNMENT

DEPARTMENT OF COMMERCE COMMUNITY AND ECONOMIC DEVELOPMENT

Division of Economic Development Contract Task Assignment – Description of Work Marketing and Communications Services

The following is a description of the Scope of Work requested under contract with the State of Alaska. This estimate is provided to receive agreement that the contractor can and will provide the services requested. The description is the best estimate of services needed to complete the project. Revisions of the estimates may occur with the approval of both parties to the contract.

Agreement that services can and will be provided will be evidence by the signatures on the separate Contract Task Assignment.

- 1. Date
- 2. Project Name
- 3. Scope of Work
- 4. Description of Services Needed (including expertise required and staffing levels)
- 5. **Deliverables**
- 6. Location of Work
- 7. Performance Period and Milestones

ATTACHMENT 13 CONTRACT TASK - NOTICE TO PROCEED

DEPARTMENT OF COMMERCE COMMUNITY AND ECONOMIC DEVELOPMENT

Division of Economic Development Marketing and Communications Services

Contract Task Assigned

Contractors Name	Contract Encumbrance #	Task Assignment #

- 1. Current Contract Amount
- 2. Cost Estimate of Task Assignment
- 3. Description of Work
- 4. Deliverables
- 5. Task Assignment Term
- 6. Invoice Instructions

The Contractor shall submit original invoice(s). Each invoice shall reference the Contract and the Task Assignment numbers as show herein.

Division of Economic Development Gretchen Fauske Business Development Manager 701 W 8th Ave, Suite 1770 Anchorage, Alaska 99501

7. Approval (Notice to Proceed)

Signature - DED Project Manager	Signature – Contractor Representative	
Printed Name:	Printed Name:	
Tilled Name.	Timed Name.	
Title:	Title:	
Date:	Date:	

Attachment 14 - PROPOSAL RESPONSIVENESS CHECKLIST Marketing and Communications Services RFP #2015-0800-2913

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 <u>not</u> 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, February 13, 2015 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	
Attachment 11 – Resource Sheet	
Proof of Alaska Business License & Other Required Licenses	
Prior Experience Requirements	
Conflict of Interest and Restrictions	
Understanding of the Project/Management Plan	
Experience and Qualifications/Firm/Project	