



ALASKA PERMANENT  
FUND CORPORATION

# STATE OF ALASKA REQUEST FOR PROPOSALS

## EVENT PLANNER SERVICES RFP

RFP **APFC-FY19-002**

ISSUED **SEPTEMBER 10, 2018**

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ISSUED BY:

ALASKA PERMANENT FUND CORPORATION

PRIMARY CONTACT:

JANICE L HOTCH  
PROCUREMENT OFFICER  
JHOTCH@APFC.ORG  
(907) 796-1501

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

**IMPORTANT NOTICE:** IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The Alaska Permanent Fund Corporation (APFC) is soliciting proposals for an Event Planner to plan and coordinate the International Forum of Sovereign Wealth Funds (IFSFWF) 2019 Annual Meeting on behalf of APFC and the IFSWF. A more detailed description including scope of work is provided in **Section 3**.

### SEC. 1.02 BUDGET

APFC estimates a not-to-exceed amount of \$275,000 dollars for completion of this project. Actual budget will depend on the final event plan as approved by APFC.

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

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **4:00 P.M.** prevailing Alaska Time on **OCTOBER 1, 2018**. Faxed or oral proposals are not acceptable.

### SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive, Offerors must meet these minimum prior experience requirements. Offerors must provide written evidence within their proposal that they meet the following minimum prior experience requirements:

- 5 years by both Offeror and lead personnel providing event planning services similar to the services described in this RFP
- At least 3 events of 100 or more attendees in the last 3 years
- At least 1 event comprising both US and International attendees.

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

### SEC. 1.05 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 deadline for receipt of proposals. This will allow time for the 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 deadline for receipt of proposals, due by **SEPTEMBER 21, 2018**.

## SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer, at [jhotch@apfc.org](mailto:jhotch@apfc.org), by **SEPTEMBER 21, 2018**.

PROCUREMENT OFFICER: **JANICE HOTCH** – PHONE **907-796-1501** - FAX **907-796-1539**

## SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit one hard or electronic copy of their proposal, in writing, to the procurement officer in a sealed package. **The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified.** The sealed proposal package(s) must be addressed as follows:

Alaska Permanent Fund Corporation  
Attention: **JANICE L HOTCH**  
Request for Proposal (RFP) Number: **APFC-FY19-002**

RFP Title: **EVENT PLANNER SERVICES**

**POB 115500, JUNEAU, AK 99811**

If using U.S. mail, please use the following address:

**POB 115500, JUNEAU, AK 99811**

If using a delivery service, please use the following address:

**801 W 10<sup>TH</sup> STREET, SUITE 302, JUNEAU, AK 99801**

Faxed or Oral proposals **will not** be accepted.

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

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. It is the Offeror’s responsibility to contact the issuing agency at 907-796-1501 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

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.

## SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

**(a) AUTHORIZED SIGNATURE**

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

**(b) OFFEROR'S CERTIFICATION**

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

1. the laws of the State of Alaska;
2. the applicable portion of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
4. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
5. all terms and conditions set out in this RFP;
6. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
7. that the offers will remain open and valid for at least 90 days; and
8. 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 [1] through [8] of this paragraph, APFC reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

**(c) VENDOR TAX ID**

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

**(d) CONFLICT OF INTEREST**

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Chief Executive Officer (CEO) of APFC 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 CEO's determination regarding any questions of conflict of interest shall be final.

**(e) FEDERAL REQUIREMENTS**

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

## SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

## SEC. 1.10 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 APFC's request in accordance with 2 AAC 12.290.

## SEC. 1.11 AMENDMENTS TO THE RFP

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

## SEC. 1.12 RFP SCHEDULE

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

- Issue RFP **SEPTEMBER 10, 2018,**
- Deadline for Questions: **SEPTEMBER 21, 2018,**
- Deadline for Receipt of Proposals **OCTOBER 1, 2018,**
- Proposal Evaluation Committee complete evaluation by **OCTOBER 11, 2018,**
- State of Alaska issues Notice of Intent to Award a Contract **OCTOBER 12, 2018,**
- State of Alaska issues contract **OCTOBER 26, 2018,**
- Contract start **UPON SIGNATURE OF CONTRACT.**

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

## SEC. 1.13 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

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

## SEC. 1.14 NEWS RELEASES

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

## SECTION 2. BACKGROUND INFORMATION

### SEC. 2.01 BACKGROUND INFORMATION

The Alaska Permanent Fund Corporation (APFC) requires a conference event planner to plan and coordinate the International Forum of Sovereign Wealth Funds (IFSWF) 2019 Annual Meeting on behalf of APFC and IFSWF. The Event Planner should expect to plan for the entire spectrum of the event including planning, conference management, as well as a customized targeted approach to ensure that this international event is successful. The successful Contractor will work with the Conference Executive Committee/Project Director in the execution of all aspects of the IFSWF 2019 Annual meeting, including concept development, planning, event coordination and logistics management prior to and during the event, budget management, programming, implementation, and analysis.

#### **Historical Background**

##### **APFC**

APFC was created by the Alaska Legislature in 1980 as an independent state entity tasked with the mission of prudently investing and managing the assets of the Alaska Permanent Fund. As one of the first sovereign wealth funds, and the largest state-level fund of its kind in the United States, the Alaska Permanent Fund (Fund) has gained world-wide recognition as a model for converting a non-renewable natural resource into a renewable financial resource.

APFC is a founding member of the International Forum of Sovereign Wealth Funds (IFSWF), a global network of sovereign wealth funds (SWF) created to enhance collaboration and promote a deeper understanding of SWF activity, and raise the industry standards for best practices and governance.

APFC is proud to be a leader and participant in the joint effort between the International Monetary Fund and the IFSWF in the formation and promotion of the Santiago Principles. These voluntary guidelines for transparency, accountability and prudent investment practices have been adopted by APFC as our working principles. Through teamwork and devotion to these best practices, APFC is able to set standards and be competitive in the global market.

##### **IFSWF**

The International Forum of Sovereign Wealth Funds is a voluntary organization of global sovereign wealth funds committed to working together and strengthening the community through dialogue, research and self-assessment.

In 2008, a group of 23 leading state-owned international investors from around the world established the IFSWF's precursor, the International Working Group of Sovereign Wealth Funds, following discussions with global groups such as the G20, International Monetary Fund and the US Department of the Treasury. The Working Group created a set of Generally Accepted Principles and Practices, known as the [Santiago Principles](#), for sovereign wealth funds' institutional governance and risk-management frameworks. Following the [Kuwait Declaration](#) in 2009, the International Working Group became the IFSWF with the mandate of helping members implement the Principles.



IFSWF now represents a group of more than 30 sovereign wealth funds from all corners of the globe, with a variety of mandates and at various stages in their development. As a result, the Forum's focus has evolved. In addition to encouraging the ongoing commitment to the Santiago Principles, the Forum also undertakes research, facilitates peer assistance exercises and holds workshops and seminars to help members enhance their existing investment capabilities. The IFSWF also undertakes to represent its members to the global financial and policy communities.

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

APFC is soliciting proposals for an Event Planner. The specific scope and deliverables are subject to negotiation at the time of their assignment to the Contractor. Once the project is approved and underway, changes in scope, deliverables, and completion date may, in some cases, be further modified with mutual consent and written approval of APFC, and the Contractor.

APFC is the member host for the 11<sup>th</sup> Annual IFSWF Annual Meeting which will occur in Juneau, Alaska **September 10-13, 2019**. There will be two full days of member-only presentations and workshops; the meeting will be then open for a third full day to a broader group of invited guests from the financial and professional services sector. The final day will offer networking tour opportunities.

The business meetings and workshops will be complemented by a gala dinner, networking opportunities and tour offerings.

It is anticipated that attendance will be approximately 350 participants from around the world.

The Event Planner will be required to demonstrate the ability to execute the following:

1. Develop, manage and execute master event logistical plan and timeline; assign/delegate tasks; organize facilities and manage all event details such as décor, audio-visual, catering, entertainment, transportation, location, tours, invitee list, special guests, security, equipment, photography, promotional material, etc.
2. Create, manage and reconcile event budgets, expenses and timelines. Adhere to project timelines and budget guidelines.
3. Ensure compliance with insurance, legal, health and safety obligations.
4. Ensure an appropriate level of security is in place for the safety of meeting participants.
5. Arrange for transportation to/from the airport, as well as to/from hotels and venues.
6. Work with the Project Director and communications team to oversee the implementation of the branding campaign, including on-site photography and video production. Arrange for meeting signage, brochures, name tags, agendas, distribution of welcome materials.
7. Plan and execute a Gala Dinner Event.
8. Plan and coordinate tour offerings and networking opportunities for the meeting participants and their guests.
9. Be responsible for leading/managing various event planning teams in the planning and implementation process for all aspects of the event; including

leading Planning Team Meetings on a regular basis.

10. Deliver project deliverables on-time, on-budget and to client expectations.
11. Manage relationships with event vendors.
12. Arrange and ensure the delivery, setup and testing of equipment (audio, video, lighting).
13. Maintain on-site staff based on the number of registrants and the extent of scope to adequately cover responsibilities. Manage registration tables, in conjunction with IFSWF.
14. Direct and manage on-site event set up and clean-up.
15. Manage and execute event debrief including analyzing post conference evaluations, as well as recommended improvements/changes.

#### **Draft Agenda – Subject to Change**

Monday, September 9, 2019

Arrival Day

Registration at Hotels

Tuesday, September 10, 2019 – IFSWF Members

8-9	Registration
9-9:15	Welcome
9:15-10:15	Presentation
10:15-10:45	Coffee Break
10:45-12:30	Workshop
12-1:30	Lunch
12:45-2	IFSWF Board Meeting
2-4	Workshop
4-4:20	IFSWF Annual Review
4:15-5:15	Coffee and Networking Break
5-6:30	Advisory Committee Meeting
6:30-9	CEO/Board Member Dinner
6:30-9	Delegate Dinner

Wednesday, September 11, 2019 – IFSWF Members

8:30-10	IFSWF Annual General Meeting
10-10:30	IFSWF Group Photo
10:30-11	Coffee Break
11-12:30	Workshop
12:30-2	Lunch
2-2:30	Keynote
2:30-4:30	Workshop
4:30-6:30	Coffee and Networking

6:30-7	Coaches depart for Gala Dinner
7-10	Gala Dinner

Thursday, September 12, 2019 – IFSWF Members

8-9	Registration for Open Session Guests
9-10	Welcome
10-10:30	Coffee Break
10:30-11	Keynote
11-12:30	Panel Discussion 1
11-12:30	Panel Discussion 2
12:30-1:30	Lunch Address
1:30-3	Panel Discussion 3
3-3:30	Coffee Break
3:30-5	Presentation
7-9	Cocktail Reception and Dinner

Friday, September 13, 2019

Tour and Networking Day  
Tracy Arm, or Whale Watching for 150 attendees

## SEC. 3.02 PROJECT REPORTING

Throughout the design, implementation, and administration process, the Offeror is expected to report on contract performance and document and manage project risk:

1. Progress Reports – the Offeror shall submit a monthly progress report. The monthly progress report shall contain the following information:
  - a. An outline of the specific activities and accomplishments achieved during the monthly reporting period.
  - b. An outline of the specific activities and tasks completed pursuant to the requirements of the approved written plan and completion dates of such activities.
  - c. A list of the specific activities and tasks and the projected completion date(s) remaining to be completed pursuant to the approved written plan.
2. Final Report - The Offeror shall provide APFC with a comprehensive final report containing program information, and detailed financial statements which shall include actual event expenses within 30 calendar days after the event end date.

The Offeror must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by APFC.

## SEC. 3.03 DELIVERABLES

Offeror, under the guidance of and in coordination with APFC and IFSWF, will be responsible and required to provide for the agreed upon services and deliverables based on the scope of work, which include, but are not limited to, the following:

1. Provide pre-conference planning and development
  - a. Develop an event budget and décor theme
  - b. Establish logistical plan and timeline
2. Coordinate meeting/conference activities throughout the event:
  - a. Provide meeting signage for display
  - b. Oversee production of brochures, nametags, agendas, and reminder cards
  - c. Purchase and distribution of event material (welcome bags, meeting materials, USB drives);
  - d. Create eVent application for attendees
  - e. Oversee vendor contracts and deliverables (i.e., audio/visual, catering, security, transportation, entertainment venues)
3. Maintain on-site staff based on the number of registrants and the extent of scope to effectively cover responsibilities
4. Arrange and ensure the delivery, setup and testing of equipment (e.g. audio/video/lighting)
5. Track registrants' attendance
6. Post Conference Report

### SEC. 3.04 CONTRACT TYPE

This contract is a firm fixed price contract. The Offeror will be required to log all hours worked and present a final detailed listing upon the completion of the event, along with pass-through costs. Pass-through costs to be included in proposed budget for audio visual, gala dinner, catering, security, transportation, tours, etc. Pass through costs cannot be marked up, and must be included in the proposed budget.

### SEC. 3.05 PROPOSED PAYMENT PROCEDURES

APFC will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. Pass-through costs shall not be marked up and copies of all invoices will be provided. No payment will be made until the progress report and invoice has been approved by the Project Director.

### SEC. 3.06 CONTRACT PAYMENT

No payment will be made until the contract is approved by the CEO of APFC. Under no conditions will APFC be liable for the payment of any interest charges associated with the cost of the contract.

APFC 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.

### SEC. 3.07 LOCATION OF WORK

The location of the Event is to be performed, completed and managed **IN JUNEAU, ALASKA.**

APFC **WILL NOT** provide workspace for the Offeror. The Offeror must provide its own workspace.

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

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

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

Failure to comply with these requirements may cause the state to reject the proposal as non-responsive, or cancel the contract.

### SEC. 3.08 SUBCONTRACTORS

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

Subcontractor experience **SHALL** be considered in determining whether the Offeror meets the requirements set forth in **SEC. 1.04 PRIOR EXPERIENCE**.

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

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

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

### SEC. 3.09 JOINT VENTURES

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

### SEC. 3.10 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.

### SEC. 3.11 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 Juneau, Alaska.

### **SEC. 3.12 CONTRACT PERSONNEL**

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

### **SEC. 3.13 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

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

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

### **SEC. 3.14 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS**

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

The Offeror will not commence additional work until the project director has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the CEO of APFC or the CEO's designee.

### **SEC. 3.15 NONDISCLOSURE AND CONFIDENTIALITY**

Offeror agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The Offeror shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information.

"Reasonable care" means compliance by the Offeror with all applicable federal and state law, including the Social Security Act and HIPAA. The Offeror must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

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

limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

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

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

### **SEC. 3.16 INSURANCE REQUIREMENTS**

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

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

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

### **SEC. 3.17 TERMINATION FOR DEFAULT**

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

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 8. ATTACHMENTS**.



## SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 PROPOSAL FORMAT AND CONTENT

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

The proposal must be received by the date and time specified in the “Deadline for Receipt of Proposals” section 1.03. Late submittals will not be considered.

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

### SEC. 4.02 PROJECT APPROACH

The Project Approach submitted by the Offeror should address scope, requirements, quality needs, risks, and time/budget constraints. The Project Approach provides Offerors an opportunity to demonstrate that they understand the scope and services requested in this RFP and serves as a mechanism for the Offeror to express their vision for the project. This allows high performing Offerors to differentiate themselves from their competitors based on their experience and expertise.

**The Work Plan** demonstrates the Offeror’s ability to provide a concise summary of the approach to delivering the requested services. The Work Plan should:

1. Describe the Offeror’s methodology for managing events.
2. Describe the Offeror’s approach to offering services in Scope of Work.
3. Describe the Offeror’s experience with and methodology for developing required reports.
4. Provide a Vision: demonstrate the Offeror’s ability to be creative and highlight APFC, Juneau and Alaska to an international audience of sovereign wealth fund members. Creative suggestions for venue, décor, lighting, audio-visual, entertainment, menu and tours are encouraged.

**Risk Assessment** - Address any concerns the Offeror sees impacting a successful delivery of the required services, considering all expectations as described in this RFP. Offeror should list and prioritize major risk items that are unique, and applicable. The risk should be described in non-technical terms and should contain enough information to understand why the risk is a valid risk. Offeror must also explain how it will avoid or minimize the risks from occurring. If Offeror has a unique method to minimize the risk, Offeror should explain it in non-technical terms.

### SEC. 4.03 STRATEGIC CAPACITY

It is the Offeror’s responsibility to differentiate itself and prove to the State that it has more expertise than their competitors. Please also provide the following information:

1. A brief history of the firm, including:
  - a. Year of organization and the percentage owned by current active employees.
  - b. A list of the owners of the firm, including principals of the firm and their experience.
  - c. The location of the firm's headquarters and branch offices.
  - d. The ownership structure of the firm, including any parent affiliated companies, or employee ownership.
2. The individuals that will be committed to the work under this contract. The inclusion of specific personnel will be considered by APFC to be a commitment by the Offeror that those designated persons will be available to perform the roles represented in the proposal submitted. For the identified personnel, please provide brief résumés that include:
  - a. Name and title
  - b. Area of expertise and responsibility with regard to the contract
  - c. Years of experience and years with the firm
  - d. Relevant experience and assignments that relate to the scope of work in this contract
  - e. The number of client relationships or other assignments the individual will be responsible for during the proposed term of the contract

#### SEC. 4.04 PAST PERFORMANCE EXPERIENCE

All proposals will be reviewed to determine if they are responsive. The PEC will evaluate the Offeror's past performance and experience. Consideration will include how well Offeror meets the strategic planning needs of orchestrating an event with global membership.

Please provide the following information or items:

1. The firm's experience in Section 1.04.
2. Overviews of the work performed for at least three contracts that the firm has had within the last five years that are similar in nature to the proposed scope of work and have a dollar value of at least \$50,000 per year, including samples of the work produced for these contracts. Please provide the name, title and telephone number for an individual at each of the client firms that may be contacted as a reference. Letters of reference are highly encouraged.
3. Please list all of the contracts that the firm has had in the last five years that are similar in nature to the scope of work, including work for the State of Alaska, other government entities, and private clients.
4. Any other resources or experience of the firm not addressed above, and that could be of benefit for the proposed scope of services.
5. Examples of materials that were developed by the Offeror.
6. A list of subcontractors that may be directly involved in this contract that you routinely work with. Please provide an overview of the firm, including experience and the name of the principal at that firm who would be assigned the transaction.

## SEC. 4.05 COST PROPOSAL

The length of the contract will be from the date of award until the completion of the Post Conference Report, which will be due by October 1, 2019.

Offerors must provide a proposed blended hourly rate and anticipated staff hours that would be committed to APFC's assignment for this event. Invoices shall be based on actuals.

Proposed blended hourly rates and proposed budget must be listed on the Cost Proposal. The hourly rates must be guaranteed for the term of the contract.

The state will reimburse the Offeror for the actual cost of event-related materials.

The Offeror must ensure that all items and materials purchased on behalf of the state comply with AAM 35.140 -Unauthorized Expenditures. The Offeror must obtain prior approval prior to the purchase of any item that would fall into this category.

Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.**

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

## SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

### SEC. 5.01 OVERALL SCORING AND CONTRACTOR SELECTIONS

APFC expects to award the contract to the Offeror whose proposal is responsive and is the most advantageous to the state, as determined by APFC in its sole discretion. As allowed in 2 AAC 12.500, the state reserves the right to request supplementary information to assure APFC that the prospective contractor has a satisfactory record of performance, is qualified legally to contract with the state, and has supplied all necessary information in connection with the inquiry concerning responsibility. Additionally, the state reserves the right to require the prospective contractor to demonstrate they have the necessary financing, equipment, facilities, expertise, and personnel.

Responses will be rated comparatively against one another with each PEC member assigning a score.

### SEC. 5.02 PROJECT APPROACH (25 %)

**Proposals will be evaluated against the questions set out below.**

- 1) How comprehensive is the methodology and does it
  - a) depict a logical approach to fulfilling the requirements of the RFP in an efficient yet thorough manner?
  - b) match and achieve the objectives set out in the RFP?
- 2) In proposing a vision, how well has the Offeror demonstrated a thorough understanding of APFC and its host role for this IFSWF annual meeting?
- 3) How well has Offeror identified and addressed risk or potential risks, and offered methods to minimize?
- 4) How well does the Offeror's comprehensive vision for this event highlight Juneau and Alaska to a global audience?
- 5) Does the Offeror provide a professional and structured approach to management this event?

### SEC. 5.03 STRATEGIC CAPACITY (25 %)

**Proposals will be evaluated against the questions set out below.**

- 1) How well does Offeror meet the strategic planning needs of orchestrating an event with global membership?
  - a) Do the individuals assigned to the project have experience on similar projects?

- b) Are résumés complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?
  - c) How extensive is the applicable education and experience of the personnel designated to work on the project?
- 2) Is the organization of the project team clear and accountability completely and clearly defined?
  - 3) Does it appear that Offeror can meet the schedule and requirements set out in the RFP?

#### **SEC. 5.04 PAST PERFORMANCE EXPERIENCE (20 %)**

**APFC WILL EVALUATE PAST PERFORMANCE EXPERIENCE AGAINST THE QUESTIONS SET OUT BELOW:**

- 1) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- 2) How successful is the general history of the firm regarding timely and successful completion of projects?
- 3) Has the firm provided letters of reference from previous clients?
- 4) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the Offeror?

#### **SEC. 5.05 CONTRACT COST (20 %)**

Offerors must provide a blended hourly rate and an estimated budget not to exceed \$275,000. The hourly rates must be guaranteed for the term of the contract. Final invoice shall be based on actual hours.

Pricing will be weighted:

- 75% toward the blended hourly rate and
- 25% toward the estimated total budget for the event provided.

The fee amount may be affected by one or more of the preferences referenced under Section 6.11. Points shall be awarded to each Offeror based on the formula outlined in Section 6.15.

## **SEC. 5.06 ALASKA OFFEROR PREFERENCE (10 %)**

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

## **SEC. 5.07 EVALUATION COMMITTEE**

A Proposal Evaluation Committee (PEC) will be used to evaluate specific portions of all responsive Proposals.

## SECTION 6. GENERAL PROCESS INFORMATION

### SEC. 6.01 INFORMAL DEBRIEFING

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

### SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

### SEC. 6.03 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.

#### **SEC. 6.04 CLARIFICATION OF OFFERS**

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

#### **SEC. 6.05 DISCUSSIONS WITH OFFERORS**

The state may conduct discussions with Offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with Offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC.

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

#### **SEC. 6.06 EVALUATION OF PROPOSALS**

The proposal evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

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

#### **SEC. 6.07 CONTRACT NEGOTIATION**

After final evaluation, the procurement officer may negotiate with the Offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked Offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the Offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held on the 3<sup>rd</sup> floor of the Michael J Burns Building in Juneau, Alaska.

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



## SEC. 6.08 FAILURE TO NEGOTIATE

If the selected Offeror

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

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

## SEC. 6.09 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.

## SEC. 6.10 PROTEST

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

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

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

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

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

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

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

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

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

All Offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

## SEC. 6.11 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/pdf/pref1.pdf>

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)
- 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 list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. **An Offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.**

## Sec. 6.12 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an Offeror who:

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

- 2) submits a proposal for goods or services under the name appearing on the Offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the Offeror, or an employee of the Offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under 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 Statement**

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 statement 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 statement 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.

### **SEC. 6.13 ALASKA VETERAN PREFERENCE**

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an Offeror who qualifies under AS 36.30.321(a) and AS 36.30.990(2) as an Alaska bidder and is a:

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

#### **Alaska Veteran Preference Statement**

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.

### **SEC. 6.14 ALASKA OFFEROR PREFERENCE**

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

## SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the formula:

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

## SEC. 6.16 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES

### (a) FORMULA USED TO CONVERT COST TO POINTS

#### STEP 1

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

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

#### STEP 2

In this example, the RFP allotted 20% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

**Offeror #1 receives 20 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, 20 points.

**Offeror #2 receives 18.7 points.**

$$\$40,000 \text{ lowest cost} \times 20 \text{ maximum points for cost} = 800,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 18.7$$

**Offeror #3 receives 16.8 points.**

$$\$40,000 \text{ lowest cost} \times 20 \text{ maximum points for cost} = 800,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 16.8$$

### (b) ALASKA OFFEROR PREFERENCE

#### STEP 1

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

$$100 \text{ Total Points Available in RFP} \times 10\% \text{ Alaska Offerors preference} = 10 \text{ Points for the Preference}$$

#### STEP 2

Determine which Offerors qualify as Alaska bidders and thus, are eligible for the Alaska Offerors preference. For the purpose of this example, presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

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

### STEP 3

Add the applicable Alaska Offerors preference amounts to the Offeror's scores:

Offeror #1	83 points	
Offeror #2	84 points	(74 points + 10 points)
<b>Offeror #3</b>	<b>90 points</b>	<b>(80 points + 10 points)</b>

### STEP 4

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

## SECTION 7. GENERAL LEGAL INFORMATION

### SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). This form is attached in **SECTION 8. ATTACHMENTS** for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the Offeror's proposal.

### SEC. 7.02 PROPOSAL AS A PART OF THE CONTRACT

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

### SEC. 7.03 ADDITIONAL TERMS AND CONDITIONS

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

### SEC. 7.04 HUMAN TRAFFICKING

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

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

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

### SEC. 7.05 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.**

## **SEC. 7.06 STATE NOT RESPONSIBLE FOR PREPARATION COSTS**

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

## **SEC. 7.07 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. The Offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

## **SEC. 7.08 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.

## **SEC. 7.09 DISPUTES**

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

## **SEC. 7.10 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.

## SEC. 7.11 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.05 RIGHT OF REJECTION**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

if the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

## SEC. 7.12 CONTRACT INVALIDATION

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

## SEC. 7.13 SOLICITATION ADVERTISING

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

# SECTION 8. ATTACHMENTS

## SEC. 8.01 ATTACHMENTS

### **Attachments:**

1. Proposal Evaluation Form
2. Standard Agreement Form with Appendix A
3. Appendix B1 Indemnity & Insurance Form
4. Notice of Intent to Award



# ATTACHMENT 1: PROPOSAL EVALUATION FORM

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

Offeror Name: \_\_\_\_\_  
Evaluator Name: \_\_\_\_\_  
Date of Review: \_\_\_\_\_  
RFP Number: **APFC-FY19-002**

## EVALUATION CRITERIA AND SCORING

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

### 5.02 Project Approach — 25 Percent

**Maximum Point Value for this Section - 25 Points**

**100 Points x 25 Percent = 25 Points**

**Proposals will be evaluated against the questions set out below.**

- 1) How comprehensive is the methodology and does it
  - b) depict a logical approach to fulfilling the requirements of the RFP in an efficient yet thorough manner?
  - c) match and achieve the objectives set out in the RFP?
- 2) In proposing a vision, how well has the Offeror demonstrated a thorough understanding of APFC and its host role for this IFSWF annual meeting?
- 3) How well has Offeror identified and addressed risk or potential risks, and offered methods to minimize?
- 4) How well does the Offeror's comprehensive vision for this event highlight Juneau and Alaska to a global audience?
- 5) Does the Offeror provide a professional and structured approach to management this event?

**EVALUATOR'S POINT TOTAL FOR 5.02:** \_\_\_\_\_

### 5.03 Strategic Capacity — 25 Percent

Maximum Point Value for this Section - 25 Points

100 Points x 25 Percent = 25 Points

Proposals will be evaluated against the questions set out below.

- 1) How well does Offeror meet the strategic planning needs of orchestrating an event with global membership?
  - a) Do the individuals assigned to the project have experience on similar projects?
  - b) Are résumés complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?
  - c) How extensive is the applicable education and experience of the personnel designated to work on the project?
- 2) Is the organization of the project team clear and accountability completely and clearly defined?
- 3) Does it appear that Offeror can meet the schedule and requirements set out in the RFP?

EVALUATOR'S POINT TOTAL FOR 5.03: \_\_\_\_\_

### 5.04 Past Performance Experience — 20 Percent

Maximum Point Value for this Section - 20 Points

100 Points x 20 Percent = 20 Points

APFC WILL EVALUATE PAST PERFORMANCE EXPERIENCE AGAINST THE QUESTIONS SET OUT BELOW:

- 1) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- 2) How successful is the general history of the firm regarding timely and successful completion of projects?
- 3) Has the firm provided letters of reference from previous clients?
- 4) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the Offeror?

EVALUATOR'S POINT TOTAL FOR 5.04: \_\_\_\_\_

EVALUATOR'S COMBINED POINT TOTAL FOR ALL EVALUATED SECTIONS: \_\_\_\_\_

## **5.05 Cost Proposal — 20 Percent**

**Maximum Point Value for this Section — 20 Points**

**100 Points x 20 PERCENT = 20 Points**

Overall, a minimum of **20** percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under **SECTION 6.11**.

### **Converting Cost to Points**

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in **SECTION 6.15**.

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

**Point Value for this Section — 10 Points**

**100 Points x 10 Percent = 10 Points**

# STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
<b>This contract is between the State of Alaska,</b>			
8. Department of		Division	hereafter the State, and
9. Contractor <div style="text-align: right;">hereafter the contractor</div>			
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. <b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>ARTICLE 2. Performance of Service:</b></p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p><b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins _____, and ends _____.</p> <p><b>ARTICLE 4. Considerations:</b></p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of		Attention: Division of	
Mailing Address		Attention:	
<b>12. CONTRACTOR</b>		<p>14. <b>CERTIFICATION:</b> I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.</p>	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
<b>13. CONTRACTING AGENCY</b>		Signature of Head of Contracting Agency or Designee	
Department/Division	Date	Date	
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

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

## **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 Majeure:**

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

## **APPENDIX B<sup>1</sup>**

### **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, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. 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 claim.

**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 claim.

# NOTICE OF INTENT TO AWARD A CONTRACT



Alaska Permanent Fund Corporation  
801 West 10<sup>th</sup> Street, Suite 302  
Juneau, Alaska 99801

Main: 907.796.1500

**THIS IS NOT AN ORDER**

**DATE ISSUED:**

**RFP NO.:**

**RFP DEADLINE:**

**RFP SUBJECT:**

**CONTRACTING OFFICER:**

**SIGNATURE:** \_\_\_\_\_

This is notice of the state's intent to award a contract. The figures shown here are a tabulation of the offers received. The responsible and responsive offeror whose proposal was determined in writing to be the most advantageous is indicated. An offeror who wishes to protest this Notice of Intent must file the protest within ten 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. **The offeror identified here as submitting the most advantageous proposal is instructed not to proceed until a contract, or other form of notice is given by the contracting officer.** A company or person who proceeds prior to receiving a contract, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.

Offerors	Responsive	Total Score	Most Advantageous

**LEGEND:** @ -- MOST ADVANTAGEOUS  
Y -- RESPONSIVE PROPOSAL  
N -- NON-RESPONSIVE PROPOSAL

## SUMMARY