

# STATE OF ALASKA REQUEST FOR PROPOSALS



## SPORTS AND SPECIAL EVENTS MARKETING SERVICE – FEDERALLY FUNDED RFP 2520H012

ISSUED NOVEMBER 29, 2019

This RFP is intended to result in the award of an as needed contract for dedicated marketing in professional sports and events settings promoting Alaska Highway Safety programs.

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ISSUED BY:

Department of Transportation & PUBLIC FACILITIES

Division of Statewide Program Development

PRIMARY CONTACT:

Chris Hunt

Procurement Officer

[chris.hunt@alaska.gov](mailto:chris.hunt@alaska.gov)

(907) 465-8448

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 Department of Transportation & Public Facilities, Division of Statewide Program Development, is soliciting proposals to result in a contract to provide full time dedicated marketing in professional sports and events settings promoting Alaska Highway Safety programs. The sports and special events marketing vendor will assist the Alaska Highway Safety Office in promoting all traffic safety focus areas in the state of Alaska. The dedicated vendor will target sports and special event audiences throughout the state of Alaska.

### **SEC. 1.02 BUDGET**

Department of Transportation & Public Facilities, Division of Statewide Program Development, estimates a budget of between \$500,000.00 and \$700,000.00 dollars per year for completion of this project. Proposals priced at more than \$700,000.00 will be considered non-responsive.

Payment for the contract is subject to funds already appropriated and identified.

### **SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS**

Proposals must be received no later than 2:00 pm prevailing Alaska Time on December 23, 2019. Faxed or emailed proposals are acceptable but not encouraged. Oral proposals are not acceptable.

Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

### **SEC. 1.04 PRIOR EXPERIENCE**

In order for offers to be considered responsive, with the inclusion of resumes, proposals must demonstrate these minimum prior experience requirements are met:

- Demonstrated experience (minimum 5 years) working with State Highway Safety Offices
- Demonstrated experience (minimum 5 years) providing marketing services for NHTSA recognized behavioral highway safety issues

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.

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

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

PROCUREMENT OFFICER: Chris Hunt – Phone: 907-465-8448

## SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit **Four (4)** hard copies (one original & three copies) of their proposal, in writing and **TWO (2)** CDs or thumb drives containing an electronic copy of the entire proposal. **One** (1) CD or thumb drive will contain the transmittal information and the technical proposal. **One** (1) CD or thumb drive will contain the cost proposal. The proposal response should be addressed 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.

Emailed, faxed or oral proposals **will not be accepted.**

The sealed proposal package(s) must be addressed and mailed as follows:

Department of Transportation & Public Facilities  
Statewide Program Development  
Attention: Chris Hunt  
Request for Proposal (RFP) Number: 2520H014  
RFP Title: Sports and Special Event Marketing Services – Federally Funded  
  
PO Box 112500  
3132 Channel Drive, Room 350  
Juneau, Alaska 99811-2500

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

Department of Transportation & Public Facilities  
Attention: Chris Hunt  
3132 Channel Drive, Room 350  
Juneau, Alaska 99811-2500

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.

**Please take into consideration that due to weather, scheduling, and location there is no overnight delivery service to Juneau, Alaska.**

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

## 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:

- 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.

### (c) VENDOR TAX ID

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

### (d) CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner of the Department of Transportation & Public Facilities 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.

## **(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 the state'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 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.

### **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 November 29, 2019

Deadline for Receipt of Proposals December 23, 2019, at 2:00 pm Alaska Time

Proposal Evaluation Committee complete evaluation by January 10, 2019,

State of Alaska issues Notice of Intent to Award a Contract January 10, 2019,

State of Alaska issues contract January 23, 2020

Contract start January 24, 2020.

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Transportation & Public Facilities, 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.

### **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 project director.



## SECTION 2. BACKGROUND INFORMATION

### SEC. 2.01 BACKGROUND INFORMATION

The Alaska Highway Safety Office (AHSO) is seeking proposals from qualified individuals and/or firms, experienced in the marketing, design and activation of projects based on the high concentration of people attending sporting and special events who fit closely with the profile of the most at-risk drivers for age, gender and proximity to geographic areas with higher highway fatality totals.

The marketing plan will support the initiatives outlined in the AHSO's 2020 Highway Safety Plan and the emphasis areas outlined in Alaska's Strategic Highway Safety Plan (SHSP) and promote the SHSP's *Toward Zero Deaths* (TZD) goal (outlined in the SHSP). The plan will identify opportunities to engage all AHSO partners in rallying around TZD and promoting AHSO key safety message/campaigns and identify new initiatives to change the state's safety culture.

Link to Alaska's Strategic Highway Safety Plan (SHSP):

<http://dot.alaska.gov/stwdplng/hwysafety/pubs.shtml#shsp>

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK AND DELIVERABLES

The Department of Transportation & Public Facilities, Division of Statewide Program Development, is soliciting proposals to result in a single contract award for marketing and design services.

The selected offeror will review the data contained in the Alaska HSP and SHSP and other relevant sources identified by the AHSO to understand the magnitude of the state's traffic safety problem and the underlying behavioral factors (e.g., alcohol/drugs, speed, inexperience, lack of belt use) that result in traffic crashes, injuries and fatalities. Focus should be given to the characteristics (e.g., age, sex, and ethnicity) of those individuals most likely to be involved in crashes prompted by specific unsafe behaviors (e.g., speeding, drinking or driving distracted, not buckling up). The awarded Offeror should use the findings from this assessment to develop a targeted marketing campaign that will help the AHSO and its partners reach key demographic groups with these critical safety messages.

The core of the AHSO sports and special events marketing program is conducting events at various venues throughout the state of Alaska in order to interact with event attendees about the importance of traffic safety issues. The events are used to promote traffic safety and the awarded Offeror will use educational materials in order to gain the interest of attendees to come to the event booth and talk with employees. The awarded Offeror should expect to staff the event solely with their own employees. Negotiating sponsorship opportunities with Alaska sport teams and special events that include, but are not limited to: professional sport teams, college sport teams, high school sport teams, motorsport venues, festivals, Fairs, Alaskan Federation of Natives (AFN), Digital Sports Marketing and other special events.

All media and collateral materials will be branded, or tagged in a visible location with the TZD and AHSO logos.

## **Deliverables:**

### **Task 1. Creation, Submission and Approval of the Annual Project Plan (APP)**

Within 1 month of the start date of the contract and no later than September 1, for outer contract years, the contractor will provide the project director with an Annual Project Plan (APP) for the State's review and approval prior to implementation.

The APP will include the following items:

- a list of sports and event venues proposed that align with the AHSO objectives in reaching at-risk demographics that align with the goals of the Highway Safety Plan (HSP);
- a schedule of times and dates for each event and venue proposed;
- a narrative providing the contractor's proposed plan for the implementation of the campaign across all proposed sports and special event venues, and how the messages and logos in coordination with the AHSO will be incorporated;
- a narrative statement providing the contractor's proposed plan to ensure execution of all campaign elements (signage installation, public address announcements are made on schedule with the APP);
- a narrative statement providing the contractor's proposed plan to Secure exclusive rights with each venue and targeted even on behalf of the AHSO for the fulfillment of the campaign objectives;

- a narrative statement providing the contractor’s proposed plan to develop public address announcement specific to the AHSO public information need for use at each venue;
- a narrative statement providing the contractor’s proposed plan to coordinate all artwork and production for all campaign elements proposed in the APP, including sample images of any proposed venue signage, artwork development and prizes;
- a narrative statement providing the contractor’s proposed plan to coordinate highway safety nights at each venue and targeted event with Law Enforcement Agency from the venue’s town or district; and
- a narrative statement providing the contractor’s proposed plan to Compile and submit pre and post summaries of events to the AHSO as well as a year-end event summary the provides a recap of the entire campaign during the contract period
- Each proposed event proposed will have an event cost and a grand total for all proposed events will be provided

Task 1. Deliverables:

**1a. Kick-off Meeting:** Within 7 days of the start date the contractor will participate in an annual kick off meeting with the project director either in person, by phone or other agreed upon electronic meeting method (Go to Meeting, Skype, Web-ex...etc.)

**1b. Draft APP Submission:** Within 14 days of the of the kick-off meeting the contractor will submit a draft APP to the project director for review and acceptance

**1c. Draft APP Review and Acceptance:** Within 7 days of receiving the draft APP, the project director will either:

- accept the APP in full and authorize the contractor to move forward with task 2, or;
- accept specific proposed venues and events listed and make recommended changes to the contractor’s proposed narrative statement plans in the draft APP, and request a revised draft APP for review and approval. This deliverable 1c, may require multiple drafts and reviews by both the contractor and the project director prior to final APP acceptance by the project director.

**1d. Revised APP for Review and Acceptance (if necessary):** Within 7 days of receiving the desired changes and/or modifications, the contractor will provide the revised APP to the project director for approval and acceptance. This deliverable 1d, may require multiple drafts and reviews by both the contractor and the project director prior to final APP acceptance by the project director.

**1e. Acceptance of the APP By the Project Director and Contractor Authorization to Proceed:** Once the project director accepts the APP from the contractor, the contractor will be authorized in writing by the project director in writing that they are authorized to move forward and on to task 2.

**Task 2. Annual Implementation of the Approved APP**

Task 2. Deliverables:

After receiving project director’s annual approvals of the APP and authorization to proceed, the contractor will Implement the approved annual campaign across all sports and special event venues, incorporating ad content, messages and logos in coordination with the AHSO on the on the schedule below, or a schedule negotiated and agreed upon between the project director and the contractor.

Tentative Implementation Schedule:

- 21 to 30 days prior to each event, the contractor shall schedule and calendar each venue and targeted event, and secure exclusive rights on behalf of the AHSO for the fulfillment of the campaign objectives;
- 14 to 30 days prior to each event , the contractor shall coordinate highway safety nights at each approved venue and targeted event with Law Enforcement Agency from the venue’s town or district;
- 14 to 30 days prior to each event , the contractor shall coordinate and purchase all artwork and production of project director approved venue signage, artwork development and prizes for the campaign; and
- 14 to 30 days prior to each event , the contractor shall develop draft public address announcement specific to the AHSO public information need for use at each venue and submit the draft announcements to the project director for approval

### **Task 3. Project Status check-in Meeting**

#### Task 3 Deliverables:

**3a.** Within 7 days of the annual completion of Task 2, the contractor will schedule a project status meeting with the project director either in person, by phone or other agreed upon electronic meeting method (Go to Meeting, Skype, Web-ex...etc.)

### **Task 4. Prior to Project Execution at venue and targeted event**

#### Task 4. Deliverables:

**4a. Draft Public Address Announcements (PAA) Submission:** Within 1 to 2 weeks of a scheduled targeted event, the contractor shall develop and submit to the project director draft public address announcements specific to the AHSO public information need for use at each venue.

**4b. Draft Public Address Announcements Review and Acceptance:** Within 5 days of receiving the draft PAA, the project director will either:

- accept the PAA in full and authorize the contractor to move forward with Task 5, or;
- accept specific proposed venues and events listed and make recommended changes to the contractor’s proposed narrative plans in the draft PAA, and request a revised draft APP for review and approval. This deliverable 4b, may require multiple drafts and reviews by both the contractor and the project director prior to final PAA acceptance by the project director.

**4c. Revised Public Address Announcements for Review and Acceptance (if necessary):** Within 3 days of receiving the desired changes and/or modifications, the contractor will provide the revised PPA to the project director for approval and acceptance. This deliverable 4c may require multiple drafts and reviews by both the contractor and the project director prior to final PPA acceptance by the project director.

**4d. Acceptance of the Public Address Announcements by the Project Director:** Once the project director accepts the PPA from the contractor, the contractor will be notified by the project director in writing that they are authorized to move forward with Task 5.

**4e. Execution of campaign elements:** Within 1 week of each targeted event, or project execution at a venue, the contractor will:

- verify signage installation has been completed;
- verify stock levels of prizes for the event; and
- verify public address announcements are scheduled to occur

**Task 5. PRE EVENT SUMMARIES**

Task 5. Deliverables:

**5a.** 1 week prior to each targeted event, the contractor will compile and submit pre event summary to the project director

Pre Event Summary will include:

- Event venue size/capacity
- Which emphasis are (impaired, occupant protection, speeding, teen driving or Bike & Pedestrian)
- Pre-event survey

**Task 6. POST EVENT SUMMARIES**

Task 6. Deliverables:

**6a.** the contractor will compile and submit post event summary to the project director quarterly.

Post Event Summary will include:

- Event attendance numbers
- Event date weather condition
- Number of prizes distributed
- Post-event survey

**Task 7. YEAR-END EVENT SUMMARY**

Task 7. Deliverables:

**7a.** No later than September 30, each contract year, the contractor will compile and submit a year-end event summary that provides a recap of the entire campaign during the contract period of events to the project director.

Year-end Event Summary will include:

- Total number of attendees to the events;
- Total number of prizes distributed;
- Summary of local law enforcement agency opinion on the success of the program; and
- Summary of all pre-event and post-event surveys

Other events in addition to the approved Annual Project Plan (APP) may be requested and approved by the project director depending on annual project budgets and available funding. If additional events are requested, costs will be negotiated between the State and the contractor, and approval will be granted in writing by the project director.

### **SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE**

The length of the contract will be from the date of award, approximately January 24, 2019, through September 30, 2020 and contains three (3) one (1) year renewal options to be exercised solely by the State

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.

### **SEC. 3.03 CONTRACT TYPE**

This contract is a Firm Fixed Price contract.

### **SEC. 3.04 PROPOSED PAYMENT PROCEDURES**

The state will make a quarterly payment based on the deliverables completed, and accepted by the project director during the previous quarter. No payment will be made until the progress report and invoice has been approved by the project director.

### **SEC. 3.05 CONTRACT PAYMENT**

No payment will be made until the contract is approved by the Commissioner of the Department of Transportation & Public Facilities 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.

### **SEC. 3.06 LOCATION OF WORK**

The location(s) the work is to be performed, completed and managed the contractor's own place of business.

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 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. 3.07 THIRD-PARTY SERVICE PROVIDERS**

Third-Party Service Providers will not be allowed.

### **SEC. 3.08 SUBCONTRACTORS**

Subcontractors will not be allowed.

### **SEC. 3.09 JOINT VENTURES**

Joint ventures will not be allowed.

### **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 any location within the State of Alaska.

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

Any change of the project team members 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.

### **SEC. 3.13 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.

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

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

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

### **SEC. 3.15 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.

### **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 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 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 following instructions describe the format of how the offeror's proposals should be assembled, and the order in which the proposal is to be submitted. These instructions are provided to ensure a complete submission of the information necessary for an equitable analysis and evaluation of proposals submitted in response to this RFP. Each offeror must provide every component listed below, in the order shown, using the format described for each component. A proposal may be rejected if it is incomplete or conditional in nature.

There may be **additional requirements** beyond those provided on this Section. **Offerors are solely responsible** for thoroughly reviewing the RFP to make sure that they have met all the requirements and have provided all necessary information.

**The RFP response will contain three (3) sections: (1) Proposal Transmittal with Checklist, (2) Technical Component, and (3) Cost Proposal.**

#### Proposal Transmittal <<< SECTION A>>>

The following summary provides the required content and sequential order in which proposals are to be presented. For easier identification of RFP requirements and documentation, ADOT&PF recommends that all proposals are assembled as indicated in this section. An offeror's failure to include these items in their proposal may cause their proposal to be determined non-responsive and the proposal may be rejected. At the discretion of the offeror, other items not identified may be supplied with the proposal if the offeror feels that the additional information is pertinent to their proposal response. This list is not all inclusive.

**1. Required proposal copies:** Offerors must submit **Four (4)** hard copies (one original & three copies) of their proposal, in writing and **TWO (2)** CDs or thumb drives containing an electronic copy of the entire proposal. **One** (1) CD or thumb drive will contain the transmittal information and the technical proposal. **One** (1) CD or thumb drive will contain the cost proposal. The proposal response should be addressed 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. Emailed, faxed or oral proposals **will not be accepted**.

**2. Proposal Submittal Letter:** Include a transmittal letter containing the complete name (as it appears on the business license) and mailing address of the firm, telephone number, and email address of the contact person for the proposal.

The following information **MUST** be addressed in the letter or as an attachment within the transmittal section.

- ☐ Authorized signature (Section 1.08 (a))
- ☐ Offeror's Certification A-H (Section 1. 08 (b))
- ☐ Vendor Tax ID proof OR Vendor Tax ID number (Section 1. 08 (c))
- ☐ Conflict of Interest Disclosure (Section 1. 08 (d))
- ☐ Federal Requirements (Section 1. 08 (e))
- ☐ Review Insurance Requirements (Section 3.16)

- ☐ Valid Alaska Business License Proof (Section 6.02)
- ☐ Review & Agree to Standard Contract Provisions (Section 7.01)
- ☐ Disclosure of Proposal Contents <if applicable> Section 7.08
  - **NOTE:** Offeror's shall **not** include a disclaimer on all of the proposal pages. If the offeror's proposal includes trade secrets, confidential and other proprietary information, this information must be individually identified and shall include the reason(s) for confidentiality.
  - The Procurement officer will make the determination in writing if the information is to be maintained confidential. Following the Notice of Intent to Award, proposals become public information. Procurement records must include information to support the selection of contractor(s), typically this includes cost, qualifications, and other key components of a proposal.
- ☐ Standard Agreement Form: The Standard Agreement Form must be signed and be included in the Proposal Transmittal Section. (Section 7.01) (Attachment #3).
- ☐ RFP Submittal Checklist: The checklist is an integral part of the RFP, it must be signed and be included in the Proposal Transmittal Section (Attachment #6).
- ☐ RFP Amendments: All amendments issued for this RFP that require acknowledgement must be signed and included with the proposal [enclose only required signed amendments].

### Proposal [Technical Component] <<< SECTION B>>>

- ☐ Title Page
- ☐ Table of Contents
- ☐ Prior Experience Evidence (Section 1.04)
- ☐ Understanding of the Project (Section 4.03)
- ☐ Methodology and Management Plan for the Project (Section 4.04)
- ☐ Experience and Qualifications (Section 4.05)

**Overall Technical Proposal Contents:** The technical proposal must include the information outlined in Section 1.04 Prior Experience, Section 4.03 Understanding of the Project, Section 4.04 Methodology used for the Project, Section 4.05 Management Plan for the Project, and Section 4.06 Experience and Qualifications of this RFP. All proposals will be evaluated against Section 5 of this RFP. At a minimum, the following sections must be addressed within the Technical Proposal. No cost information may be included in the technical proposal.

- Section 1.04 – Prior Experience / Resumes
- Section 4.03 – Understanding of the Project
- Section 4.04 – Methodology used for the Project
- Section 4.05 – Management Plan for the Project
- Section 4.06 – Experience and Qualifications

### COST PROPOSAL <<< SECTION C>>>

1. **Title Page:** Title page must include the name of the Company/Firm submitting the proposal, RFP Title, RFP number, Proposal Due Date, and must be labeled as Cost Proposal.

- 2. Cost Proposal Contents:** The Cost Proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified, and submitted based on the instructions provided in Section 1.07, and Section 4.01 of this RFP.

## SEC. 4.02 INTRODUCTION

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

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

## SEC. 4.03 UNDERSTANDING OF THE PROJECT

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

## SEC. 4.04 METHODOLOGY USED FOR THE PROJECT

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule.

## SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

## SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- title,
- resume,
- location(s) where work will be performed,
- itemize the total cost and the number of estimated hours for each individual named above.

Offerors must provide reference names and phone numbers for similar projects the offeror's firm has completed.

## **SEC. 4.07 COST PROPOSAL**

For proposal evaluation purposes only, costs proposed will be based on:

- the cost proposed for the completion of Scope of Work Task 1. Creation, Submission and Approval of the Annual Project Plan (APP) deliverables 1a through 1e;
- a sample event cost proposed for the completion of Scope of Work Task 2 through Task 6. The costs proposed for the sample event must include all costs associated with the contractor's operations, including the provision of all services and materials and event/venue costs needed to perform and meet the requirements herein including, but not limited to, wages, administrative overhead, travel, transportation, lodging, design services, and all other costs associated with the performance of the contract.
- the cost proposed for proposed for the completion of Scope of Work Task 7 Year-End Event Summary

The cost proposed for the sample event will then be multiplied by six (6) events and added to the proposed cost for the completion of Scope of Work Task 1 and Task 7, to provide for an annual evaluated cost for the project.

## **SEC. 4.08 EVALUATION CRITERIA**

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in Section 5. EVALUATION CRITERIA AND 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 UNDERSTANDING OF THE PROJECT (5%)

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

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

### SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (15%)

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

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology interface with the time schedule in the RFP?

### SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (10%)

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

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) Does it appear that the offeror can meet the schedule set out in the RFP?
- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 8) To what degree is the proposal practical and feasible?
- 9) To what extent has the offeror identified potential problems?

## SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (30%)

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

### **1) Questions regarding the personnel:**

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

## SEC. 5.05 CONTRACT COST (40 %)

Overall, a minimum of 40% of the total evaluation points will be assigned to cost.

### **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 6.11.

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

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

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

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

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

Administrative Services Director's conference room on the 3rd floor of the Department of Transportation & Public Facilities 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 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. 6.12 EXAMPLES: CONVERTING COST TO POINTS

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

#### STEP 1

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

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

#### STEP 2

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

**Offeror #1 receives 40 points.**

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

**Offeror #2 receives 37.4 points.**

$$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = \mathbf{37.4}$$

**Offeror #3 receives 33.7 points.**

$$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = \mathbf{33.7}$$

## SECTION 7. GENERAL LEGAL INFORMATION

### SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Contract Form for Goods and Non-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 FEDERAL CONTRACT PROVISIONS:

#### **CONTRACT FUNDING:**

The funding of the resultant contract will be provided by the National Highway Traffic Administration funds (NHTSA). Federal funds are identified and appropriated for the first term of the contract. Payment and performance obligations for additional terms of the contract are subject to the availability and appropriation of funds.

#### **STATEMENT OF FINANCIAL ASSISTANCE:**

Statement of Financial Assistance: This Procurement is subject in part to financial assistance grants agreement between the State of Alaska and both the U.S. Department of Transportation and the National Highway Traffic Administration funds (NHTSA). **Sec. 36.30.890. Federal Assistance**

If a procurement involves the expenditure of federal funds or federal assistance and there is a conflict between a provision of this chapter or a regulation adopted under a provision of this chapter and a federal statute, regulation, policy, or requirement, the federal statute, regulation, policy, or requirement shall prevail.

#### **2 AAC 12.730. Federal Assistance**

If a procurement involves the expenditure or federal funds or requires federal assistance and there is a conflict between a provision of this chapter and federal statute, regulation, policy, or requirement, the procurement officer shall comply with the federal statute, regulation, policy, or requirement.

Authority: AS 36.30.040; AS 36.30.890

### SEC. 7.03 PROPOSAL AS A PART OF THE CONTRACT

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

### SEC. 7.04 ADDITIONAL TERMS AND CONDITIONS

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

### SEC. 7.05 HUMAN TRAFFICKING

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

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <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. 7.06 RIGHT OF REJECTION

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

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive 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. 7.07 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

## SEC. 7.08 DISCLOSURE OF PROPOSAL CONTENTS

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

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. 7.09 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. 7.10 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. 7.11 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. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS**

Proposals must comply with SEC. 7.06 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

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

#### **SEC. 7.13 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. 7.14 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) Cost Proposal Form
- 3) Standard Contract Form - Appendix A
- 4) Appendix B1 Indemnity and Insurance
- 5) Notice of Intent to Award
- 6) RFP Submittal Checklist

## 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: 2520H012 \_\_\_\_\_

### EVALUATION CRITERIA AND SCORING

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

#### 5.01 Understanding of the Project— 5 Points

Proposals will be evaluated against the questions set out below.

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

NOTES:

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- 2) How well has the offeror identified pertinent issues and potential problems related to the project?

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- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

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- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

NOTES:

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EVALUATOR'S POINT TOTAL FOR 5.01: \_\_\_\_\_



**5.02 Methodology Used for the Project— 15 Points**

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

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

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- 2) How well does the methodology match and achieve the objectives set out in the RFP?

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- 3) How well does the methodology interface with the time schedule in the proposal?

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

**5.03 Management Plan for the Project - 10 Points**

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

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

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- 2) How well is accountability completely and clearly defined?

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- 3) Is the organization of the project team clear?

NOTES:

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- 4) How well does the management plan illustrate the lines of authority and communication?

NOTES:

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- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

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- 6) Does it appear that offeror can meet the schedule set out in the RFP?

NOTES:

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7) Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?

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8) To what degree is the proposal practical and feasible?

NOTES:

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9) To what extent has the offeror identified potential problems?

NOTES:

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

**5.04 Experience and Qualifications— 30 Points**

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

**1) Questions regarding the personnel.**

- a) Do the individuals assigned to the project have experience on similar projects?

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

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- c) How extensive is the applicable education and experience of the personnel designated to work on the project?

NOTES:

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**2) Questions regarding the firm.**

- a) Has the firm demonstrated experience in completing similar projects on time and within budget?

NOTES:

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- b) How successful is the general history of the firm regarding timely and successful completion of projects?

NOTES:

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- c) Has the firm provided letters of reference from previous clients?

NOTES:

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

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

**5.05 Contract Cost — 40 Points**

**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 6.11.

## ATTACHMENT 2:

### COST PROPOSAL

For evaluation purposes only

Type of event: Sports Tournament  
 Timeframe of event: 6 days  
 Location of event: Anchorage, AK  
 Estimated number of attendees: 30,000

\*Item 2. sample event cost proposed for the completion of Scope of Work Task 2 through Task 6. The costs proposed for the sample event must include all costs associated with the contractor's operations, including the provision of all services and materials and event/venue costs needed to perform and meet the requirements herein including, but not limited to, wages, administrative overhead, travel, transportation, lodging, design services, and all other costs associated with the performance of the contract.

		Unit Cost	Unit of Measure	Extended Cost
Item 1.	Cost proposed for the completion of Scope of Work Task 1. Creation, Submission and Approval of the Annual Project Plan (APP) deliverables 1a through 1e	\$ _____	1 each	\$ _____
Item 2.	sample event cost proposed for the completion of Scope of Work Task 2 through Task 6.	\$ _____	6 each	\$ _____
Item 3.	cost proposed for proposed for the completion of Scope of Work Task 7 Year-End Event Summary	\$ _____	1 Each	\$ _____

Grand Total Evaluated Cost

\$ \_\_\_\_\_

**ATTACHMENT 3:****STANDARD CONTRACT FORM**  
**Goods and Non-Professional Services**

The parties' contract comprises this Standard Contract 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 ■	
This contract is between the State of Alaska,			
8. Department of ■		Division ■	hereafter the State, and
9. Contractor ■		hereafter the Contractor	
Mailing Address ■	Street or P.O. Box ■	City ■	State ■
		ZIP+4 ■	

10.	
<b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.  <b>ARTICLE 2. Performance of Contract:</b> 2.1 Appendix A (General Conditions), Items 1 through 18, govern contract performance. 2.2 Appendix B sets forth the liability and insurance provisions of this contract. 2.3 Appendix C sets forth the scope of work/services to be performed by the contractor.  <b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins ■, and ends ■.  <b>ARTICLE 4. Considerations:</b> 4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$■ in accordance with the provisions of Appendix D. 4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:	
11. Department of ■	Attention: Division of ■
Mailing Address ■	Attention: ■

<b>12. CONTRACTOR</b>	<b>13. CONTRACTING AGENCY</b>
Name of Firm ■	Department/Division ■
Signature of Authorized Representative ■	Signature of Procurement Officer ■
Typed or Printed Name of Authorized Representative ■	Typed or Printed Name of Procurement Officer ■
Date ■	Date ■

SCF.DOC (Rev. 04/14)

**APPENDIX A****GENERAL CONDITIONS**

- 1. Inspections and Reports:**  
The department may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.
- 2. Suitable Materials, Etc.:**  
Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.
- 3. Disputes:**  
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-AS 36.30.632.
- 4. Default:**  
In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
- 5. 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 Procurement Officer.
- 6. No Additional Work or Material:**  
No claim for additional supplies or 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 Procurement Officer.
- 7. 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.
- 8. 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.
- 9. 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.
- 10. 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) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.
- 11. Officials Not to Benefit:**  
Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.
- 12. Contract Prices:**  
Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.
- 13. Contract Funding:**  
Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
- 14. 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.
- 15. Contract Extension:**  
Unless otherwise provided, the State and the 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 thirty (30) days before the desired date of cancellation.



**16. Severability:**

If any provision of the contract 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.

**17. Continuing Obligation of Contractor:**

Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

**18. 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.

## ATTACHMENT 4:

### 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.

**ATTACHMENT 5:****NOTICE OF INTENT TO AWARD A CONTRACT**

Department of Administration  
 Division of General Services  
 Seventh Floor - State Office Bldg.  
 333 Willoughby Street  
 P.O. Box 110210  
 Juneau, Alaska 99811-0210

**THIS IS NOT AN ORDER****DATE ISSUED:****RFP NO.:** 2520H014**RFP DEADLINE:****RFP SUBJECT:** Sports and Special Event Marketing Services – Federally Funded**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

## ATTACHMENT 6:

### RFP SUBMITTAL CHECKLIST

This checklist is an integral part of this RFP and the related proposal, and is provided to assist both the offeror and the State in identifying the requirements within the proposal. There may be **additional requirements** beyond those provided on this checklist. **Offerors are solely responsible** for thoroughly reviewing the RFP to make sure that they have met all the requirements and have provided all necessary information. The checklist **MUST** be included with the proposal. Signature on the checklist indicates that you have read the requirements stipulated by this RFP, and that the required information is submitted with your proposal. Signature of a binding officer of the proposing firm must sign the checklist. This signature will serve as the official signature of the proposal.

#### Pre-Proposal Activities:

- ☐ Register with Procurement Officer
- ☐ Request Disability Assistance (if needed) at least 10 days prior to proposal deadline (Section 1.09)
- ☐ Submit Written Questions in writing to Procurement Officer (Section 1.06)

#### Proposal Transmittal (Section A)

- ☐ **Required proposal copies:** Offerors must submit **Four (4)** hard copies (one original & three copies) of their proposal, in writing and **TWO (2)** CDs or thumb drives containing an electronic copy of the entire proposal. **One** (1) CD or thumb drive will contain the transmittal information and the technical proposal. **One** (1) CD or thumb drive will contain the cost proposal. The proposal response should be addressed 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. Emailed, faxed or oral proposals **will not be accepted**. (Section 1.07, and Section 4.01)
- ☐ Proposal Submittal Letter (Section 4.01) (see minimum information below for requirements)
  - ☐ Authorized signature (Section 1.08 (a))
  - ☐ Offeror's Certification A-H (Section 1. 08 (b))
  - ☐ Vendor Tax ID proof OR Vendor Tax ID number (Section 1. 08 (c))
  - ☐ Conflict of Interest Disclosure (Section 1. 08 (d))
  - ☐ Federal Requirements (Section 1. 08 (e))
  - ☐ Review Insurance Requirements (Section 3.16)
  - ☐ Valid Alaska Business License Proof (Section 6.02)
  - ☐ Review & Agree to Standard Contract Provisions (Section 7.01)
  - ☐ Disclosure of Proposal Contents <if applicable> Section 7.08
    - **NOTE:** Offeror's shall **not** include a disclaimer on all of the proposal pages. If the offeror's proposal includes trade secrets, confidential and other proprietary information, this information must be **individually** identified and shall include the reason(s) for confidentiality.
    - The Procurement officer will make the determination in writing if the information is to be maintained confidential. Following the Notice of Intent to Award, proposals become public information. Procurement records must include information to support the selection of contractor(s), typically this includes cost, qualifications, and other key components of a proposal.
- ☐ Standard Agreement Form: The Standard Agreement Form must be signed and be included in the Proposal Transmittal Section. (Section 7.01) (Attachment #3).
- ☐ RFP Submittal Checklist: The checklist is an integral part of the RFP, it must be signed and be included

in the Proposal Transmittal Section (Attachment #6).

- ☐ RFP Amendments: All amendments issued for this RFP that require acknowledgement must be signed and included with the proposal [enclose only required signed amendments].

**Proposal Technical Component (Section B)**

Overall Technical Proposal –

The technical proposal must include the information outlined in Section 1.04 Prior Experience, Section 4.03 Understanding of the Project, Section 4.04 Methodology used for the Project, Section 4.05 Management Plan for the Project, and Section 4.06 Experience and Qualifications of this RFP. All proposals will be evaluated against Section 5 of this RFP. At a minimum, the following sections must be addressed within the Technical Proposal. No cost information may be included in the technical proposal.

- Section 1.04 – Prior Experience / Resumes
- Section 4.03 – Understanding of the Project
- Section 4.04 – Methodology used for the Project
- Section 4.05 – Management Plan for the Project
- Section 4.06 – Experience and Qualifications

- ☐ Title Page
- ☐ Table of Contents
- ☐ Prior Experience Evidence (Section 1.04)
- ☐ Understanding of the Project (Section 4.03)
- ☐ Methodology and Management Plan for the Project (Section 4.04)
- ☐ Experience and Qualifications (Section 4.05)

**Cost Proposal (Section C)**

**Cost Proposal Contents:** The Cost Proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified, and submitted based on the instructions provided in Section 1.07, and Section 4.01 of this RFP.

- ☐ **Title Page:** Title page must include the name of the Company/Firm submitting the proposal, RFP Title, RFP number, Proposal Due Date, and must be labeled as Cost Proposal.
- ☐ Cost Proposal, (Attachment 2) **(Separate envelope addressed to the Procurement Officer)** (Section 1.07, Section 4.01 and Section 4.06)

**RFP# 2520H012**

**Title:** Sports and Special Event Marketing Services – Federally Funded

**Proposal Due Date:** December 23, 2019, at 2:00 pm Alaska Time

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Company Name

Printed Name of Binding Official

Signature of Binding Official / Date