

# STATE OF ALASKA REQUEST FOR PROPOSALS



## Division of Public Assistance Social Marketing Campaign Services

RFP 200000882

ISSUED JUNE 15, 2020

The Alaska Division of Public Assistance requires a contractor to provide social marketing campaign services to support increased consumption of fruits and vegetables in SNAP eligible populations. This campaign must maximize reach to both rural and urban target audiences, in order to positively change knowledge, attitudes, intentions, and health behaviors.

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ISSUED BY:

DEPARTMENT OF HEALTH & SOCIAL SERVICES  
DIVISION OF FINANCE & MANAGEMENT SERVICES

PRIMARY CONTACT:

ANNALISA HAYNIE  
PROCUREMENT OFFICER  
ANNALISA.HAYNIE@ALASKA.GOV

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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## Section 1. Introduction and Instructions

### Sec. 1.01 Purpose of the RFP

The Alaska Division of Public Assistance requires a contractor to provide social marketing campaign services to support increased consumption of fruits and vegetables in SNAP eligible populations. This campaign must maximize reach to both rural and urban target audiences, in order to positively change knowledge, attitudes, intentions, and health behaviors.

### Sec. 1.02 Budget

The Department of Health and Social Services, Division of Public Assistance (DPA) has a budget maximum of \$550,000 for this work. Proposals received in excess of this amount will be deemed non-responsive.

### Sec. 1.03 Deadline for Receipt of Proposals

Proposals must be received no later than Friday, July 17, 2020, 4PM Alaska Prevailing Time.

### Sec. 1.04 Minimum Qualifications

In order for offers to be considered responsive, offerors must meet the following minimum requirements. Please ensure start and end dates (month and year) are indicated, and that experience is detailed sufficiently in the written narrative response to ensure verification of all aspects of the minimums are met below:

1. Minimum of 3 years, within the last 5, of experience working with clients to develop and execute social marketing campaigns (as defined in Section 2.02: Definitions)
2. Minimum of 3 years, within the last 5, of experience with media development, production, and placement in a variety of formats (i.e., television, radio, print, social media, web)
3. Minimum of 3 years, within the last 5, of marketing experience to populations in both urban and rural Alaska, including campaign work that is culturally sensitive.

An offeror's failure to provide enough information to verify meeting these minimum requirements will cause their proposal to be considered non-responsive and to be rejected accordingly.

### 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

Questions must be submitted in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Questions must be received no later than 2:00 PM Thursday, June 25, 2020.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision. All questions are requested in writing to the below:

Procurement Officer: Annalisa Haynie  
[annalisa.haynie@alaska.gov](mailto:annalisa.haynie@alaska.gov)

## Sec. 1.07 Return Instructions

### Email Submission

The preferred method of response submission to this solicitation is via email, sent to the following address:  
[hss.procurement.proposal@alaska.gov](mailto:hss.procurement.proposal@alaska.gov)

The email submission must contain the RFP number in the subject line. In the body of the email, please indicate the Procurement Officer's name, the Offeror's name, the number of attachments, and the names of the attachments being submitted.

When submitting a proposal via email, the technical proposal and cost proposal must be saved as separate, clearly labeled PDF documents, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). 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; each email must comply with the requirements above. Please also include an indication of multiple email submissions (1 of 2, 2 of 2, etc).

It is the offeror's responsibility to ensure that the Procurement Officer has received the proposal in full, prior to the deadline. The Procurement Officer will respond to the email to confirm receipt. If you do not receive a confirmation, it is your responsibility to contact the Procurement Officer to confirm. The State is not responsible for lost, unreadable, or corrupt emails, 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.

### Paper Submission

If submitted a proposal by mail, Offerors must submit one hard copy of their proposal, 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:

Department of Health and Social Services  
Division of Finance and Management Services

Attention: Annalisa Haynie, Procurement Officer  
RFP Number: 200000882  
RFP Title: DPA - Social Marketing Campaign Services

If mailing via US Mail, please use the following address:

PO Box 110650  
Juneau, AK 99811-0650

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

333 Willoughby – Suite 760  
Juneau, AK 99801

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.

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

## 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 Health and Social Services 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) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

Each proposal must include a signed certification form, see Section 7: Attachments.

## **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 posted directly to the solicitation on the VSS Portal and on the Alaska Online Public Notices. All vendors who have registered with the procurement officer will receive direct notification of the amendment.

## **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 on Monday, June 15, 2020
- Deadline for receipt of questions 2PM Thursday, June 25, 2020

- Deadline for receipt of proposals 4PM Friday, July 17, 2020
- Proposal Evaluation Committee complete evaluation by Friday, July 24, 2020
- State of Alaska issues Notice of Intent to Award a Contract Friday, July 31, 2020
- State of Alaska issues contract award by Tuesday August 18, 2020
- Contract begins Tuesday, August 25, 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 Health and Social Services, 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 Pre-Proposal Conference**

A pre-proposal conference will not be held for this solicitation. Interested parties may submit questions in writing per RFP Section 1.06.

### **Sec. 1.14 Alternate Proposals**

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

### **Sec. 1.15 News Releases**

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



## Section 2. Scope of Work & Contract Information

### Sec. 2.01 Background Information

The Alaska Supplemental Nutrition Assistance Program Nutrition Education and Obesity Prevention Program (SNAP-Ed) is a federally funded program. The goal of SNAP-Ed is to improve the likelihood that persons eligible for the Supplemental Nutrition Assistance Program (SNAP) - formally called the Food Stamp Program, will make healthy food choices within a limited budget and choose physically active lifestyles consistent with the current Dietary Guidelines for Americans and U.S. Department of Agriculture (USDA) food guidance.

SNAP-Ed services support SNAP's role in addressing food insecurity and is central to SNAP's efforts to improve nutrition and prevent or reduce diet related chronic disease and obesity among SNAP recipients. SNAP-Ed focuses on evidence-based and outcome-driven interventions in a combination of education strategies. Each state receives SNAP funding and develops and implements a plan for the delivery of SNAP-Ed services within federal guidelines.

Each state's SNAP-Ed programs must incorporate the following approaches:

1. Direct nutrition education;
2. Promoting policy, systems and environmental changes; and,
3. Community and public health approaches, including social marketing.

Alaska's statewide SNAP-Ed goals are that participants will increase behaviors consistent with the Dietary Guidelines for Americans and MyPlate which will result in:

1. The percentage of adults who consume the recommended daily servings of fruits and vegetables will increase by 2%. (BRFSS)
2. The percentage of youth who consume the recommended daily servings of fruit and vegetables will increase by 2%. (YRBS/CUBS)
3. The percentage of adults who meet CDC recommended levels of physical activity will increase by 2%. (BRFSS)
4. The percentage of adolescents who meet CDC recommended levels of physical activity will increase by 2%. (YRBS)

Currently, the University of Alaska, Fairbanks, Cooperative Extension Services (UAF CES), Municipality of Anchorage, Rural Alaska Community Action Program, Inc. (Rural CAP), and North Slope Borough deliver SNAP-Ed services for the State to support these goals. Nutrition educators work with partners such as grocery stores, schools, farmers' markets, primary care clinics, after school programs, child care centers, senior centers, food pantries, local WIC and public assistance offices to deliver messages about the importance of eating and having access to fruits and vegetables.

### Alaska's Three-Year Social Marketing Plan

DPA utilized a contractor to develop a Three-Year Social Marketing Plan, which can be found at:

<http://dhss.alaska.gov/dpa/Documents/dpa/programs/Nutrition/SNAP-ED/SNAP-ED-Social-Marketing-3-Year-Plan.pdf>.

The results of these communications objectives, when combined with larger program efforts, will work toward increasing the number of SNAP-eligible Alaska adults and youth who consume the recommended daily servings of fruits and vegetables.

The strategic marketing plan determined the targeted populations that have the greatest need for SNAP-Ed services. These were:

Primary Target Audience:

- SNAP Eligible: Alaska Native Adults: Parents, grandparents, and extended family members
- Rural-specific

The campaign will focus on this primary target audience, but the campaign can include recommendations to include additional audiences/locations prioritized in the strategic social marketing plan and the [2018 Needs Assessment](#).

The goals of [Three-Year Social Marketing Plan](#) are summarized as follows:

- Increase the likelihood that SNAP eligible Alaskans will make healthy food choices and consume more fruits and vegetables.
- Increase knowledge of the health benefits of canned and frozen fresh fruits and vegetables as alternatives to fresh.
- Increase understanding of how to mitigate the challenges of high cost and lack of fruit and vegetable availability.
- Shift attitudes regarding convenience to consider convenient healthy options, whether they are gathered, grown, or purchased.

The objectives are to:

- Increase the number of SNAP-eligible adults who consume the recommended daily servings of fruits and vegetables by 2 percent.
- Increase the number of youth who consume the recommended daily servings of fruits and vegetables by 2 percent.

Phase one of the campaign was implemented with the “Every Bite Matters” campaign, but more work remains to be done.

### Campaign Messaging Concepts

Prior research conducted to develop the Three-Year Social Marketing Plan has shown that the target audience believes that fruits and vegetables, including fresh, frozen, and canned, are expensive and not readily available in rural locations. Our audience does not understand that frozen and canned vegetables can be just as healthy as their fresh counterparts. Among some Alaska Native populations, fruits and vegetables may not be considered

part of the traditional diet. While some may want to grow their own fruits and vegetables, or gather plants from the land, our audience lacks the time, resources, and understanding to do so.

This project focuses on promoting the Alaska SNAP-Ed fruit and vegetable social marketing campaign, “Every Bite Matters,” to help remind Alaskans to incorporate more fruits and vegetables in their day. In FY20, the messages developed during FY18 will continue to be placed, new messages will be developed and placed, and reach and recall assessed. These findings will inform whether the campaign is continued in its current form beyond FY20. The campaign has three objectives:

- Increasing fruit and vegetable intake among SNAP-eligible consumers
- Educating the SNAP-eligible population about the benefits of all fruits and vegetables (fresh, frozen, canned, berries and tundra plants)
- Dispel the misconception regarding a difference in quality between the sources of fruits and vegetables.

The Three-Year Marketing Plan also contains suggestions for campaign elements, style guide, logos, photography, collateral materials, posters, rack cards, and community toolkits/lesson plans. The successful offeror may use these recommendations as a guide, but other campaign elements outside of these recommendations may also be used. The state encourage offerors to focus on materials and channels that are also appropriate to social distancing in a pandemic situation.

The definitions and examples of successful SNAP-Ed social marketing messages and federal requirements can be found at: <https://snaped.fns.usda.gov/sites/default/files/documents/SNAP-Ed%20Plan%20Guidance%20FY%202020%20Complete.pdf> and at <https://snaped.fns.usda.gov/social-marketing-0>.

## Sec. 2.02 Definitions

For this RFP, the following definitions apply to key terms:

**Social Marketing** - Differing from other areas of marketing with respect to the objectives of the marketer and his or her organization. Social marketing seeks to influence health and social behaviors not to benefit the marketer, but to primarily benefit the target audience and the general society.

According to “Social Marketing: Influencing Behaviors for Good,” (Nancy R. Lee, Phillip Kotler), social marketing includes the following tasks:

- Describing the background, purpose and focus for the planning effort
- Conducting a situation analysis
- Selecting and describing the target market
- Setting market objectives and goals for behavior, knowledge and beliefs
- Identifying audience barriers, benefits and competition
- Writing a positioning statement
- Developing a strategic marketing mix, including product, price, place and promotion
- Determining an evaluation plan
- Establishing a campaign budget
- Outlining an implementation plan

## Section 3. Scope of Work

This solicitation seeks qualified offerors to provide comprehensive, statewide social marketing campaign services to support consumption of fruits and vegetables in SNAP eligible populations. These campaign services must maximize reach to both rural and urban target audiences, in order to positively change knowledge, attitudes, intentions, and health behaviors.

### Sec. 3.01 Contract Term and Work Schedule

The term of this contract will be from date of award through September 30, 2021, with two (2) annual renewal options, to be exercised at the sole discretion of the state. The full term of this contract, if the renewals are executed, will run from date of award through September 30, 2023, subject to the availability of federal funds.

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

### Sec. 3.02 Deliverables

In accordance with the Scope of Work above, the successful contractor will be responsible for providing the following deliverables:

#### **Deliverable 1 - Campaign Strategy and Workplan**

The successful offeror will manage the SNAP-Ed public education campaign intended to motivate target audiences and result in behavior changes. This will include becoming familiar with the subject matter of the campaign, target audiences, qualitative and quantitative research related to the campaign, and the measurement of impact of various types of media messaging, concepts and delivery systems. This campaign will be built and implemented using the social marketing process (as defined in Section 2.01: Definitions), therefore the strategy developed must reflect this process.

#### **Campaign Strategy**

The successful offeror will participate in an initial meeting with the DPA Project Manager within the first two weeks of the contract to define the campaign strategy, provide clarification of the target populations, and identify the best methods of reaching the target audience. The strategy will inform the corresponding development of a workplan.

**Workplan**

The workplan should reflect the priorities of the campaign strategy, and include a timeline that identifies projections for the following:

1. Message development for each target population using the current campaign and the concepts identified in Section 2.01, and testing with target audiences.
2. A materials plan identifying what materials will be produced for this campaign.
3. A media placement plan for all materials of the campaign, including:
  - a. radio and television lighting
  - b. website and social media updates and posting dates
  - c. publication due dates and publish dates
  - d. relevant marketing opportunities (events and activities)
  - e. earned media opportunities

The media placement plan should outline diverse placements that will maximize cost-effectiveness of message delivery, including both paid and bonus placement. The media buy plan should include, as appropriate, estimated market & audience reach, ad run dates, gross rating points, and ad spot counts.

4. An evaluation plan describing how reach and results will be tracked, and how the campaign will adjust to accommodate and improve consumption of fruits and vegetables by target populations.
5. A budget for the campaign.

The workplan containing all of the above must be approved by the DPA Project Manager by September 15, 2020. This contract is for a one-year period, with the possibility of two one-year extensions. Revised workplans must also be approved by the DPA manager for annual one-year extensions.

All work contained in initial contract year 1 workplan must be fully completed and implemented by the contract end date: September 30, 2021.

**Deliverable 2 - Production of Campaign Materials**

In accordance with the approved workplan, the successful offeror will produce all campaign materials, including, but not limited to:

1. Public education and communications pieces.
2. Coordination and purchase of print and promotional products as needed, such as posters, rack cards, banners, and other items.
3. Creation of images for online channels including banners, rotating photo banners, other graphics and text, as needed for websites, Facebook, YouTube, and other online channels.
4. Radio and television ads

The successful offeror will coordinate with the State of Alaska DHSS Public Information Office in the production of campaign materials.

All media materials are subject to review and approval by the Division of Public Assistance, Department of Health and Social Services, and appropriate partners prior to release.

**Important Note:** All designs, drawings, specifications, notes, artwork, b-roll materials and files and other work developed in the performance of this agreement are produced for hire and will 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 successful offeror. The successful offeror agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. If the successful offeror marks such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the successful offeror agrees that this paragraph supersedes any such statement and renders it void. The successful offeror, for a period of three years after final payment of the awarded 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 successful offeror may retain copies of all the materials.

### **Deliverable 3 – Campaign Management**

The successful offeror will manage the campaign's presence, social media outlets, and online publications according to the approved workplan. This will include but is not limited to:

1. Add media and messaging to Facebook, Twitter, YouTube, Google, and other online channels.
2. Coordination with DPA staff and DHSS Public Information Officers for earned media events, publications and interviews when appropriate. This may include assisting with promotion of statewide events and activities, event partnerships, and community tie-ins to support and reinforce the statewide campaigns.
3. Develop earned media opportunities for the campaign, provide support as needed with press releases, organizing press conferences, and engaging news outlets.

At the end of the contract term, a report shall be provided summarizing presence, reach, and all available analytics of the campaign.

### **Deliverable 4 – Media Placement**

The successful offeror will be responsible for media placement according to the approved workplan. The final selection of materials and placements will be identified in the workplan, but may include, but is not limited to, the following:

- TV or video
- Radio or internet radio
- Print materials, newspapers, posters
- Bus ads, theater ads
- Social media outlets or online ads
- Websites
- Out of home materials
- other

This deliverable will include the following tasks, to be performed by the successful offeror:

- design of the media buy
- negotiation of rates, bonus spots, and below-book rates
- preparation of media buy-related materials and reports
- placing the media
- following through with each vendor to ensure successful placement

Media placements must maximize the impact of overlapping urban and rural media markets. Urban areas are defined as the Designated Market Areas of Anchorage/Mat-Su, Juneau, and Fairbanks, as well as the Kenai/Soldotna area. Rural areas are defined as all communities outside the urban areas.

The successful offeror is expected to place media with non-commissionable sources, if appropriate to the achievement of campaign goals. The successful offeror will be allowed to accept standard commission from media channels (TV, radio, etc).

**Deliverable 5 - Contract and Budget Management**

For the duration of the contract, the contractor will be available to meet with the DPA Project Manager on an as-needed basis. DPA approval is required for the following (Described in Deliverable 1 – Workplan):

1. Message
2. Materials plan
3. Media placement plan
4. Evaluation plan
5. Campaign budget

Contractor will monitor the campaign budget and notify the DPA Project Manager of any deviations, as well as prepare and submit monthly invoices.

Prepare a final campaign report, indicating results of campaign, reach/success, and campaign recommendations.

**Sec. 3.03 Contract Type**

This contract will be a firm fixed priced contract.

**Sec. 3.04 Proposed Payment Procedures**

The state will make payments based on a negotiated payment schedule, which will be indicated in the resultant contract.

**Sec. 3.05 Contract Payment**

No payment will be made until the contract is approved by the Commissioner of the Department of Health and Social Services 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 state will not provide workspace for the successful offeror. The successful offeror must provide its own workspace.

**Sec. 3.07 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 Section 1.04: Minimum Qualifications.

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. 3.08 Joint Ventures**

Joint ventures will not be allowed.

### **Sec. 3.09 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. 3.10 Contract Personnel**

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

### **Sec. 3.11 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. 3.12 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 Health and Social Services or the Commissioner's designee.

### Sec. 3.13 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. See Appendix E of the Standard Agreement Template, in Section 7: Attachments, for the state's HIPAA Business Associate Agreement (BAA). 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. 3.14 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 B in the Standard Agreement Template (Section 7.06), 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 B must be set out in the offeror's proposal.

### **Sec. 3.15 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 (Appendix A of the Standard Agreement Template), attached in Section 7.06.

### **Sec. 3.16 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.

## Section 4. Proposal Format and Content

### Sec. 4.01 Proposal Format and Content

In preparing a proposal response, all narrative portions should be straightforward, detailed, and precise. Do not simply restate or paraphrase information in this RFP. The Department of Health and Social Services will determine the responsiveness of a proposal by its quality, not its volume or packaging.

Proposals will be limited to a total of no more than 100 pages (with no smaller than 11 pt font), including attachments such as resumes of project staff. The Cost Proposal will not be included in the page limit.

### Sec. 4.02 Introduction

Proposals must include the complete name and address of offeror's firm and the name, email 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 and the management plan they intend to employ.

An offerors response to this section should thoroughly describe, at minimum, their approach to: campaign strategy, workplan development, budgeting, materials development, campaign management, media placement, and evaluation. It should also explain how the offeror will approach timeline management to ensure the deliverables will be met within the allotted timeline.

### 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.

An offerors response to this section should thoroughly describe, at minimum, their approach to: campaign strategy, workplan development, budgeting, materials development, campaign management, media placement,

and evaluation. It should also explain how the offeror will approach timeline management to ensure the deliverables will be met within the allotted timeline.

## Sec. 4.06 Experience and Qualifications

The offeror must describe how they fully meet the minimum qualifications listed in Section 1.04.

The department is looking for examples of an offeror's experience working specifically on social marketing campaigns, as defined in Section 2.02: Definitions. If your firm has limited experience directly with social marketing, the work experience provided in this section should be from marketing campaigns that address some or all of the following:

- Had marketing objectives and goals
- Targeted a specific audience
- Evaluated the success of the campaign during the active term of the campaign, and analyzed results to adjust the campaign to better meet the objectives and goals
- Measured the overall achievement of the goals after the campaign's completion

The department requests the following as part of an offeror's proposal, in support of this section:

1. An overview of the agency's breadth of experience with social marketing campaigns. This must clearly meet the minimum qualifications listed in Section 1.04.
2. An in-depth description of one (1) social marketing or other marketing campaign in Alaska that your agency completed, within the last 5 years. This explanation should include the following:
  - Identification of target markets.
  - Identify the marketing objectives and measurable goals.
  - How formative research informed the creative materials developed for each campaign.
  - What was the creative process and resultant strategy used for this campaign?
  - Media objectives and media placement planning for the selected campaign.
  - How the campaign was evaluated, and the results obtained.
  - Identify any personnel who worked on this campaign who are proposed in this offer.
  - Did this project fall within the budgeted amount and timeline for completion?
3. A list of team members, and subcontractors (if using) who will work substantively on this campaign. This list should include:
  - An organizational chart that identifies oversight and whom will be the primary point of contact of the state
  - Definitions of the roles of each person, as they relate to the proposed work
  - Resumes for each person, indicating the years of work with your firm, work performed targeting Alaska audiences, and their social marketing experience.

## Sec. 4.07 Portfolio Submission

The offeror must submit a portfolio of previous work as part of their proposal.

Please provide two (2) examples of creative materials developed for the campaign described above, in Section 4.06. At least one of those examples must include a TV, video, or radio spot. An online example or a print example (poster, brochure, etc.) would also be recommended if available.

In addition to the campaign materials from Section 4.06, offerors must provide six (6) additional marketing and public education materials to illustrate their creative strengths. The contents and files should all be clearly labeled on the website or thumb drive, grouped by campaign. The samples submitted should contain the following:

- 2 TV or video spots that were each created with a total production budget of \$20,000 or less
- 2 print materials (posters, rack cards, print ads, bus ads, for example)
- 1 social media account and an example of 10 posts all published by the successful offeror during a two-month period (Facebook page, for example)
- 1 online ad or video using animation

**Submission Instructions for Portfolio Items:** If submitting a proposal electronically, please provide a single link to a webpage that contains these examples. Each example should be clearly identified on the webpage. Videos should be provided in .mp4 format, the other items should be in a format that can easily be viewed on a PC.

If submitting a paper proposal by mail or delivery service, please provide the portfolio samples on two (2) duplicate thumb drives, as described in Section 1.07: Return Instructions.

## Sec. 4.08 Cost Proposal

Please complete the Cost Proposal template provided in Section 8: Attachments.

**The completed cost proposal, along with any reference to pricing, is to be excluded from the body of the offeror's proposal.** Instead, it should accompany the proposal in a separate, sealed envelope if mailing proposal, or as a separate PDF if submitting via email. Failure to comply with this requirement may result in a proposal being rejected as non-responsive.

## Sec. 4.09 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in Section 4: 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 will be 1,000**

### 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 their ability to meet it?

### Sec. 5.02 Methodology Used for the Project (10%)

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

- 1) How comprehensive is the methodology and does it depict a logical and achievable 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%)

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

- 7) Are all of the processes of the RFP described (campaign strategy, workplan development, budgeting, materials development, campaign management, media placement, and evaluation) and do they identify a strong creative process as well as a solid management strategy?

#### Sec. 5.04 Experience and Qualifications (20%)

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

- a) How successful is the general history of the firm regarding social marketing projects?
- b) How extensive is the applicable education and experience of the personnel (and subcontractors if using) designated to work on the project?
- c) How well has the offeror described an example of previous campaign work (section 3.05)? Is the full social marketing process utilized (as defined in Section 2.02)?
- d) How were management processes implemented and followed through the campaign? Was work completed on time and within budget?

#### Sec. 5.05 Portfolio (15%)

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

Score the creative strength of the marketing and public education materials submitted by the offeror.

- a) Two (2) examples of creative materials developed for the campaign described in Section 3.06. At least one of those examples must include a TV, video, or radio spot. An online example or a print example (poster, brochure, etc.) would also be recommended if available.
- b) 2 TV or video spots that were each created with a total production budget of \$20,000 or less
- c) 2 print materials (posters, rack cards, print ads, bus ads, for example)
- d) 1 social media account and an example of 10 posts all published by the successful offeror during a two-month period (Facebook page, for example)
- e) 1 online ad or video using animation

#### Sec. 5.06 Contract Cost (40%)

Overall, 40% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 5.10.

##### **Converting Cost to Points**

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 5.14.

**Sec. 5.07 Alaska Offeror Preference ~~(10%)~~\***

\*The services being solicited in this RFP utilize Federal funds. Use of these funds do not allow the Alaska Offeror's Preference.



## Section 6. General Process Information

### Sec. 6.01 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. Website: <https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx>.

Acceptable evidence that the offeror possesses an Alaska business license may consist of any one of the following:

- copy of a valid 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 Dept. of Revenue or Alaska Dept. of Fish and Game,
- liquor licenses issued by Alaska Dept. of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Dept. of Commerce, Community and Economic Development - Division of Insurance, or
- Mining licenses issued by Alaska Dept. of Revenue.

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

### Sec. 6.02 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 perform the site inspections.

### Sec. 6.03 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or

eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

#### **Sec. 6.04 Discussions with Offerors**

The State may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

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

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

#### **Sec. 6.05 Evaluation of Proposals**

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section 4: 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. 6.06 Contract Negotiation**

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

## Sec. 6.07 Failure to Negotiate

If the selected offeror:

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

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

## Sec. 6.08 Offeror Notification of Selection

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award (NOIA) and send copies to all offerors. The NOIA will set out the names of all offerors and identify the proposal selected for award.

## Sec. 6.09 Protest

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

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

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

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

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

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

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

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

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

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

## Sec. 6.10 Application of Preferences

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below:

- 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.

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>.

## Sec. 6.11 Alaska Bidder Preference\*

\*The services being solicited in this RFP utilize Federal funds; use of these funds do not allow the Alaska Offeror's Preference.

## Sec. 6.12 Alaska Veteran Preference

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

- A. sole proprietorship owned by an Alaska veteran;
- B. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;

- C. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- D. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

**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. 6.13 Alaska Offeror Preference**

The services being solicited in this RFP utilize Federal funds; use of these funds do not allow the Alaska Offeror's Preference.

**Sec. 6.14 Formula Used to Convert Cost to Points**

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

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

**Sec. 6.15 Examples: Converting Cost to Points & Applying Preferences****(a) Formula Used to Convert Cost to Points****STEP 1**

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

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

**STEP 2**

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

**Offeror #1 receives 40 points.**

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

**Offeror #2 receives 37.4 points.**

\$40,000 lowest cost x 40 maximum points for cost = 1,600,000 ÷ \$42,750 cost of proposal = **37.4**

**Offeror #3 receives 33.7 points.**

\$40,000 lowest cost x 40 maximum points for cost = 1,600,000 ÷ \$47,500 cost of proposal = **33.7**

**(b) Alaska Offeror Preference**

The services being solicited in this RFP utilize Federal funds; use of these funds do not allow the Alaska Offeror's Preference.

## 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 (including all associated appendices). This form is attached in Section 8: Exhibits, for your review. The contractor must comply with all 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 the Standard Agreement Form for Professional Services 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: <https://www.state.gov/trafficking-in-persons-report/>.

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

### Sec. 7.05 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 may be waived by the procurement officer. These may include 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.

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 Section 6.05: 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 Federal Requirements**

The offeror must comply with all USDA Food & Nutrition Services (FNS) Required Federal Provisions, included as Attachment 5, that apply to the proposal, the evaluation, or the contract.

The US Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the proposal (by the offeror) that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, included as Attachment 5, must be completed and submitted with your proposal.

## **Sec. 7.13 Contract Invalidity**

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

### **Attachments:**

- 1) Cost Proposal
- 2) Certification Regarding Debarment
- 3) RFP Checklist
- 4) Proposal Evaluation Form
- 5) Standard Agreement Form - Appendices A - E

**Sec. 8.01 Attachment 1 - Cost Proposal****Cost Proposal**

The purpose of the cost proposal format below is to allow offerors to submit pricing in a consistent manner that the State can evaluate. The state recognizes that true expenses for each line item may vary during the contract term, dependent on the final approved work plan. The overall budget, however, will remain the same.

**Media Commissions**

During the term of this contract, the successful offeror will be allowed to accept standard commissions for placement from media channels (TV and radio, for example), but the successful offeror must also place appropriate non-commissionable media for the campaigns.

**Mark-Up**

DPA will not pay mark-up on any costs incurred by the contractor. This includes, but is not limited to:

- non-commissionable media, such as Facebook
- outbuys or postage
- work done by subcontractors
- travel expenses or per diem

**Enter the annual estimated costs for deliverable items listed below. Cost Proposals exceeding an annual budget of \$183,333.33 will be considered non-responsive and will be rejected.**

<b>Deliverable</b>	<b>Description</b>	<b>Proposed Campaign Cost</b>
1	Campaign Strategy & Workplan	\$
2	Production of Campaign Materials	\$
3	Campaign Management	\$
4	Media Placement Services (performance of services only; placement costs are budgeted separately, below)	\$
5	Contract and Budget Management	\$
6	Media Placement (offerors should estimate how much they anticipate would be put towards the costs of media placement)	\$
	<b>Total Annual Campaign Costs for All Deliverables:</b> (this is the amount that will be evaluated)	\$

**Sec. 8.02 Attachment 2 - Certification Regarding Debarment****Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion Lower Tier Covered Transactions**

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed by the contractor that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions must be signed along with the contract documents.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**Before completing this certification, read the instructions on the following page,  
which are an integral part of the certification.**

1. The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

---

Name and Title of Authorized Representative

---

Signature

---

Date

**Instructions for Certification**

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**Sec. 8.03 Attachment 3 - RFP Checklist**

**Important note to offerors:** This checklist is provided to assist offerors and the Procurement Officer in addressing and/or locating specific requirements identified in this solicitation.

**Offerors must complete and return this form.**

Completion of this form does not guarantee a declaration of responsiveness.

**Offeror's Name:** \_\_\_\_\_

**1. Contact Information**

Proposals must include complete contact information (legal name, dba, address, telephone, email, and website) of the firm submitting the proposal.

Proposals must also include the name and full contact information of the person the State should contact regarding the proposal.

**Evidence is provided on page #\_\_\_\_\_.**

**2. Offeror's Certification**

All proposals must be signed by an individual authorized to bind the offeror to the provisions of this solicitation. Certification must include a statement of compliance with all of 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. all terms and conditions set out in this solicitation;
- e. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- f. that the offers will remain open and valid for at least 90 days; and
- g. 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 - h of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

**Evidence is provided on page #\_\_\_\_\_.**

**3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

Each proposal must include a signed debarment certification form, included in Section 7.02.

Evidence is provided on page #\_\_\_\_\_.

**4. Minimum Qualifications**

The offeror, and any subcontractors, must provide verifiable proof of meeting the minimum prior experience requirements described in Section 1.04. Dates/timelines must be included.

Evidence is provided on page #\_\_\_\_\_.

**5. Vendor Tax ID**

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

Evidence is provided on page #\_\_\_\_\_.

**6. Alaska Business License**

The offeror, and any subcontractors, hold a valid Alaska business license, or will obtain one. (Proof of business license is required prior to contract award if any of the services will take place in Alaska).

Evidence is provided on page #\_\_\_\_\_.

**7. Statement requesting application of any eligible preferences.**

Certain preferences apply to all contracts for professional services, including the Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences. In order to receive a qualified preference, a statement indicating which preferences are applicable must be included in the proposal. The State may request evidence in support of the preference.

Information regarding available preferences and the required qualifications is located at the State of Alaska Division of General Service's website: <http://doa.alaska.gov/dgs/pdf/pref1.pdf>

Evidence is provided on page #\_\_\_\_\_.

**8. Cost Proposal Submitted Separately**

The cost proposal must be submitted separately from the narrative proposal, either as a separate PDF if submitted via email, or in a separate, sealed envelope if submitted via mail/in person.

No portion of the cost proposal may be included within the body of the narrative proposal.

The Cost Proposal must be completed and submitted at the same time as the proposal, and both must be received by the State prior to the submission deadline.

**Did the offeror submit the cost proposal separately?    yes / no**

**9. Portfolio Items Submitted**

This RFP has the added requirement of submission of a link to a webpage of portfolio samples, as describe in Section 3.06.

If submitting a paper proposal, two (2) thumb drives must be submitted at the same time as the proposal, prior to the deadline for receipt of proposals, as described in Section 1.07: Return Instructions.

If submitting an electronic proposal via email, no thumb drives are necessary; the link to a webpage will suffice.

**Did the offeror submit the portfolio items as described?    yes / no**

**Sec. 8.04 Attachment 4 - Proposal Evaluation Form**

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

The total number of points used to score each proposal is 1,000.

Person or Firm Name: \_\_\_\_\_

Initials of Proposal Evaluation (PEC) Member: \_\_\_\_\_

Date of Review: \_\_\_\_\_

RFP Number: \_\_\_\_\_ 200000882 \_\_\_\_\_

**Evaluation Criteria and Scoring**

The total number of points used to score this proposal is 1,000

**5.01 Understanding of the Project – 5% (50 points)**

1) How well has the offeror demonstrated an understanding of the purpose and scope of the project?

**Evaluator's Notes:** \_\_\_\_\_  
\_\_\_\_\_

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

**Evaluator's Notes:** \_\_\_\_\_  
\_\_\_\_\_

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

**Evaluator's Notes:** \_\_\_\_\_  
\_\_\_\_\_



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

Evaluator's Notes: \_\_\_\_\_

Evaluator's Point Total for 5.01: \_\_\_\_\_

## 5.02 Methodology Used for the Project - 10% (100 points)

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

Evaluator's Notes: \_\_\_\_\_

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

Evaluator's Notes: \_\_\_\_\_

- 3) Does the methodology interface with the time schedule in the RFP?

Evaluator's Notes: \_\_\_\_\_

## 5.03 Management Plan for the Project – 10% (100 points)

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

Evaluator's Notes: \_\_\_\_\_

- 2) Is the organization of the project team clear, and does it illustrate the lines of authority, accountability, and communication?

**Evaluator's Notes:** \_\_\_\_\_

\_\_\_\_\_

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

**Evaluator's Notes:** \_\_\_\_\_

\_\_\_\_\_

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

**Evaluator's Notes:** \_\_\_\_\_

\_\_\_\_\_

- 5) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

**Evaluator's Notes:** \_\_\_\_\_

\_\_\_\_\_

- 6) To what degree is the proposal practical and feasible?

**Evaluator's Notes:** \_\_\_\_\_

\_\_\_\_\_

- 7) Are all of the processes of the RFP described (campaign strategy, workplan development, budgeting, materials development, campaign management, media placement, and evaluation) and do they identify a strong creative process as well as a solid management strategy?

**Evaluator's Notes:** \_\_\_\_\_

\_\_\_\_\_

**Evaluator's Point Total for 5.02:** \_\_\_\_\_

### 5.03 Experience and Qualifications – 20% (200 points)

- 1) How successful is the general history of the firm regarding social marketing projects?

Evaluator's Notes: \_\_\_\_\_

\_\_\_\_\_

- 2) How extensive is the applicable education and experience of the personnel (and subcontractors if using) designated to work on the project?

Evaluator's Notes: \_\_\_\_\_

\_\_\_\_\_

- 3) How well has the offeror described an example of previous campaign work (section 3.05)? Is the full social marketing process utilized (as defined in Section 2.02)?

Evaluator's Notes: \_\_\_\_\_

\_\_\_\_\_

- 4) How were management processes implemented and followed through the campaign?  
Was work completed on time and within budget?

Evaluator's Notes: \_\_\_\_\_

\_\_\_\_\_

**Evaluator's Point Total for 5.04:** \_\_\_\_\_

### 5.04 Portfolio - 15% (150 points)

Score the creative strength of the marketing and public education materials submitted by the offeror.

- 1) Two (2) examples of creative materials developed for the campaign described in Section 4.06. At least one of those examples must include a TV, video, or radio spot. An online example or a print example (poster, brochure, etc.) would also be recommended if available.

Evaluator's Notes: \_\_\_\_\_

\_\_\_\_\_

- 2) 2 TV or video spots that were each created with a total production budget of \$20,000 or less.

**Evaluator's Notes:** \_\_\_\_\_

\_\_\_\_\_

- 3) 2 print materials (posters, rack cards, print ads, bus ads, for example).

**Evaluator's Notes:** \_\_\_\_\_

\_\_\_\_\_

- 4) 1 social media account and an example of 10 posts all published by the successful offeror during a two-month period (Facebook page, for example).

**Evaluator's Notes:** \_\_\_\_\_

\_\_\_\_\_

- 5) 1 online ad or video using animation

**Evaluator's Notes:** \_\_\_\_\_

\_\_\_\_\_

**Evaluator's Point Total for 5.04:** \_\_\_\_\_

**Evaluator's Combined Point Total for Sections 5.01 - 5.04:** \_\_\_\_\_

The total points possible for the combined sections 5.01 – 5.04 are 600.  
The remaining 400 points are allocated to cost (400).

## Sec. 8.05 Attachment 5 – Required Federal Provisions

The contractor must comply with the following provisions, as required by USDA Food & Nutrition Services (FNS):

1. Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.
2. The Clean Air Act, Section 306:
  - a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
  - b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
  - c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
  - d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
  - e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]
3. The Clean Water Act:
  - a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
  - b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
  - (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
  - (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. (1) No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
  - (2) In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).
- 4. The Anti-Lobbying Act: This Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
  - c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.
- 5. Americans with Disabilities Act: This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.

6. Drug Free Workplace Statement: The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:
  - a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.
  - b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
  - c. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
  - d. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the Arkansas Department of Health WIC Program that abuse of this drug will also not be tolerated in the workplace.
  - e. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.
7. Debarment, suspension, and other responsibility matters: As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.
  - a. The applicant certifies that it and its principals:
    - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    - (4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
  - b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership.

## Sec. 8.06 Attachment 6 - Standard Agreement Form (with Appendices)

1. Agency Contract Number	2. Solicitation Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number	
<b>This contract is between the State of Alaska,</b>			
8. Department of Health and Social Services	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 Service:</b> 2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract 2.2 Appendix B (Indemnity and Insurance) sets forth the liability and insurance provisions of this contract 2.3 Appendix C (Description of Services) sets forth the services to be performed by the Contractor 2.4 Appendix D (Payment for Services) sets forth the provision for payment 2.5 Appendix E (Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Business Associate Agreement) governs the use of Protected Health Information under this contract <b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins _____, and ends on _____ <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 <u>\$0,000.00</u> in accordance with the provisions of Appendix D.			
11. Department of Health and Social Services		Attention: Contracts Support Team	
Mailing Address P.O. Box 110650, Juneau, Alaska 99811-0650		Attention: Contracts Section	
<b>12. CONTRACTOR</b>		<b>14. CERTIFICATION</b>	
Name of Firm		I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
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 Health & Social Services /		Date	
Signature of Project Director	Date	Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			



## **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>2</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 will provide a letter stating that they work independently; therefore have no need to carry Workers Compensation coverage.

**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.

**2.4 Professional Liability Insurance:** covering all errors, omissions or negligent acts in the performance of professional services under this agreement.

Limits required per the following schedule:

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

## **Appendix C**

### **Description of Services**

*Should there be a conflict among documents. The following order of precedence shall govern the resolution of conflicts:*

First, this contract document,

Second, the RFP,

Third, the proposal.

## **Appendix D**

### **Payment for Services**

Payment for services provided under this contract shall not exceed **\$0,000.00** for the period of performance of this contract.

The Contractor will submit detailed invoice(s) for services performed in accordance with Appendix C.  
The State will pay all invoices within thirty (30) days of invoice approval by the Project Director.

Each invoice must:

- reference the Contractor's name, address and phone number;
- reference the contract number;
- include an invoice number;
- itemize the contractual services provided during the period invoiced as described in Appendix C.

The Contractor shall submit invoices to the email address specified below no later than 30 days after the end of each month for which services were performed. Failure to include the required information on the invoice may cause an unavoidable delay to the payment process.

Email invoices to:

[hss.fms.contracts.invoicing@alaska.gov](mailto:hss.fms.contracts.invoicing@alaska.gov)

(please reference the contract number in the subject line)

Notwithstanding any other provision of this contract, it is understood and agreed that the State shall withhold payment at any time the Contractor fails to perform work as required under Appendix C and/or D of this contract.