

STATE OF ALASKA REQUEST FOR PROPOSALS



GLOBAL FINANCIAL COMMUNICATIONS CONSULTANT

RFP # APFC-FY24-006

ISSUED SEPTEMBER 12, 2023

THE ALASKA PERMANENT FUND CORPORATION (APFC) IS IN SEARCH OF HIGHLY QUALIFIED FINANCIAL MEDIA COMMUNICATIONS FIRMS WITH PROVEN EXPERTISE TO ASSIST IN CREATING AND IMPLEMENTING EFFECTIVE COMMUNICATION STRATEGIES TO ENHANCE GLOBAL FINANCIAL MEDIA COVERAGE OF THE ALASKA PERMANENT FUND'S MANAGEMENT AND INVESTMENT.

ISSUED BY:

ALASKA PERMANENT FUND CORPORATION
801 W 10TH SUITE 302
JUNEAU, AK 99801

PRIMARY CONTACT:

JEDEDIAH SMITH
PROCUREMENT OFFICER
PROCUREMENT@APFC.ORG
(907) 500-3831

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

TABLE OF CONTENTS

SECTION 1. INTRODUCTION & INSTRUCTIONS	3
SEC. 1.01 PURPOSE OF THE RFP.....	3
SEC. 1.02 BUDGET	4
SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS	4
SEC. 1.04 PRIOR EXPERIENCE	4
SEC. 1.05 REQUIRED REVIEW	4
SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS.....	4
SEC. 1.07 RETURN INSTRUCTIONS.....	5
SEC. 1.08 PROPOSAL CONTENTS.....	5
SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY.....	6
SEC. 1.10 AMENDMENTS TO PROPOSALS.....	6
SEC. 1.11 AMENDMENTS TO THE RFP	6
SEC. 1.12 RFP SCHEDULE	6
SEC. 1.13 ALTERNATE PROPOSALS	7
SEC. 1.14 NEWS RELEASES	7
SECTION 2. BACKGROUND INFORMATION.....	8
SEC. 2.01 BACKGROUND INFORMATION.....	8
SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION	9
SEC. 3.01 SCOPE OF WORK.....	9
SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE	10
SEC. 3.03 DELIVERABLES.....	10
SEC. 3.04 CONTRACT TYPE	11
SEC. 3.05 PROPOSED PAYMENT PROCEDURES.....	11
SEC. 3.06 CONTRACT PAYMENT.....	11
SEC. 3.07 CONTRACT PRICE ADJUSTMENTS	11
SEC. 3.08 LOCATION OF WORK.....	12
SEC. 3.09 SUBCONTRACTORS.....	12
SEC. 3.10 JOINT VENTURES	12
SEC. 3.11 CONTRACT PERSONNEL	12
SEC. 3.12 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES.....	12
SEC. 3.13 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS	12
SEC. 3.14 NONDISCLOSURE AND CONFIDENTIALITY	13
SEC. 3.15 INDEMNIFICATION	13
SEC. 3.16 INSURANCE REQUIREMENTS.....	14
SEC. 3.17 TERMINATION FOR DEFAULT	14
SECTION 4. PROPOSAL FORMAT AND CONTENT	15
SEC. 4.01 PROPOSAL FORMAT & CONTENT	15
SEC. 4.02 INTRODUCTION	15
SEC. 4.03 UNDERSTANDING OF APFC & THE FUND.....	15
SEC. 4.04 METHODOLOGY & MANAGEMENT PLAN	15
SEC. 4.05 ORGANIZATION, PROFESSIONAL EXPERIENCE & QUALIFICATIONS	15
SEC. 4.06 OFFEROR PRESENTATION AND INTERVIEWS	16
SEC. 4.07 COST PROPOSAL.....	16
SEC. 4.08 EVALUATION CRITERIA.....	16
SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION	17
SEC. 5.01 UNDERSTANDING OF APFC AND THE FUND (5%).....	17
SEC. 5.02 METHODOLOGY & MANAGEMENT (10%).....	17

SEC. 5.03	ORGANIZATION, PROFESSIONAL EXPERIENCE & QUALIFICATIONS (20%).....	17
SEC. 5.04	PRESENTATION (15%)	17
SEC. 5.05	INTERVIEWS WITH OFFERORS (20%)	18
SEC. 5.06	CONTRACT COST (20%).....	18
SEC. 5.07	ALASKA OFFEROR PREFERENCE (10%).....	18
SECTION 6.	GENERAL PROCESS INFORMATION.....	19
SEC. 6.01	INFORMAL DEBRIEFING	19
SEC. 6.02	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES.....	19
SEC. 6.03	CLARIFICATION OF OFFERS	19
SEC. 6.04	DISCUSSIONS WITH OFFERORS	20
SEC. 6.05	EVALUATION OF PROPOSALS	20
SEC. 6.06	CONTRACT NEGOTIATION	20
SEC. 6.07	FAILURE TO NEGOTIATE.....	20
SEC. 6.08	OFFEROR NOTIFICATION OF SELECTION	21
SEC. 6.09	PROTEST.....	21
SEC. 6.10	APPLICATION OF PREFERENCES	22
SEC. 6.11	ALASKA BIDDER PREFERENCE	22
SEC. 6.12	ALASKA VETERAN PREFERENCE.....	23
SEC. 6.13	ALASKA OFFEROR PREFERENCE.....	23
SEC. 6.14	FORMULA USED TO CONVERT COST TO POINTS	23
SEC. 6.15	EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES.....	23
SECTION 7.	GENERAL LEGAL INFORMATION	25
SEC. 7.01	STANDARD CONTRACT PROVISIONS.....	25
SEC. 7.02	QUALIFIED OFFERORS	25
SEC. 7.03	PROPOSAL AS PART OF THE CONTRACT	25
SEC. 7.04	ADDITIONAL TERMS AND CONDITIONS.....	25
SEC. 7.05	HUMAN TRAFFICKING	25
SEC. 7.06	RIGHT OF REJECTION	26
SEC. 7.07	STATE NOT RESPONSIBLE FOR PREPARATION COSTS	26
SEC. 7.08	DISCLOSURE OF PROPOSAL CONTENTS	26
SEC. 7.09	ASSIGNMENTS	27
SEC. 7.10	DISPUTES.....	27
SEC. 7.11	SEVERABILITY.....	27
SEC. 7.12	SUPPLEMENTAL TERMS AND CONDITIONS.....	27
SEC. 7.13	SOLICITATION ADVERTISING	27
SEC. 7.14	FEDERALLY IMPOSED TARIFFS	27
SECTION 8.	ATTACHMENTS	29
SEC. 8.01	ATTACHMENTS	29

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Alaska Permanent Fund Corporation (APFC) is in search of qualified financial media communications firms with proven expertise to assist in creating and implementing effective communication strategies to enhance global financial coverage of the Alaska Permanent Fund's management and investment.

To achieve this purpose, the Alaska Permanent Fund Corporation is soliciting detailed Proposals from Offerors with demonstrated expertise and skills in global financial media communications. All qualified firms are encouraged to submit their applications.

APFC intends to award one contract for global financial media communication services, these services are intended to collaboratively complement APFC's existing Alaska-based communications consultant.

SEC. 1.02 BUDGET

The Alaska Permanent Fund Corporation estimates a maximum budget of \$400,000 for the total duration of the agreement resulting from this solicitation. This budget is inclusive of all costs associated with the approved project. Proposals priced at more than \$200,000.00 for the initial 2-year term will be considered non-responsive.

APFC is subject to the State of Alaska's Executive Budget Act. As such the budget, including that for contractual services is contingent upon annual legislative appropriation.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **4:00 P.M.** prevailing Alaska Time on **October 3, 2023**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

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

- Offer must have a minimum of ten years of experience in global financial communications and an established list of long-term and direct financial media relationships.
- Offeror must demonstrate sufficient prior experience delivering professional financial media communications for entities that may operate in the same or similar space as APFC, i.e.; federal, state, or local government or quasi-agencies; financial endowments, pension funds, trusts, sovereign wealth funds; financial institutions; corporations.
- The Account Manager (The person APFC will be working with) must have a minimum of ten years of account management experience with entities that may operate in the same or similar space as APFC.

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

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should 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 proposal and exposure of offeror's proposals upon which award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

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

PROCUREMENT OFFICER: **JEDEDIAH SMITH** – PHONE **907-500-3831** – EMAIL: **PROCUREMENT@APFC.ORG**

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit their proposal by email. The technical proposal and cost proposal must be saved as separate PDF documents and emailed to **PROCUREMENT@APFC.ORG** as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf” (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror’s responsibility to contact the issuing agency by phone or email to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

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; and
- G. that the offers will remain open and valid for at least 90 days.

If any offeror fails to comply with [a] through [g] 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 procurement officer 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 contract to be performed by the offeror.

(e) FEDERAL REQUIREMENTS

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

SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.10 AMENDMENTS TO PROPOSALS

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

SEC. 1.11 AMENDMENTS TO THE RFP

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

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 accordingly. All times are Alaska Time.

- Issue RFP: September 12, 2023,
- Deadline for Receipt of Proposals October 3, 2023,
- Presentations and interviews by qualified offerors to PEC, week of October 9, 2023,
- PEC completes final evaluation by October 20, 2023,
- State of Alaska issues Notice of Intent to Award a Contract by October 20, 2023,

- State of Alaska issues contract October 30, 2023,
- Contract start November 1, 2023.

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

SEC. 1.13 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

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

SEC. 1.14 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

In 1976, Alaskans had the foresight to amend their constitution and create the Alaska Permanent Fund by setting aside a portion of the revenue from non-renewable resource development to generate intergenerational wealth through income-producing assets. Four years later, in 1980, the Legislature established the Alaska Permanent Fund Corporation to prudently manage the financial assets of the Fund under the fiduciary oversight of the Board of Trustees.

Today, the Alaska Permanent Fund is the largest sovereign wealth fund in the US and the 2nd largest per capita in the world. The assets under management have grown from the first deposit of \$734,000 invested solely in US Treasuries to more than \$78 billion invested across eight asset classes in public and private markets.

As the Alaska Permanent Fund continues to grow in asset value, portfolio sophistication, and importance in generating revenue for our State, effective communications are essential to ensure a comprehensive understanding of the Fund's management and investment among our many stakeholders.

For the purposes of this scope, the term stakeholder includes other terms such as audience, customer, or client. By definition, a stakeholder has a vested interest in and can affect or be affected by the entity's operations and performance. APFC has stakeholders in Alaska, the US, and beyond - including Alaska residents, citizen interest groups, state and local government entities, and global partners. The thread binding all together is the shared interest of the successful management and investment of the Alaska Permanent Fund to deliver outstanding risk-adjusted returns for the benefit of all generations of Alaskans.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

In alignment with the Board of Trustees, APFC's two-person in-house Communications Team is leading the implementation and advancement of the communications program in collaboration with our valued Alaska-based strategic communications consultant. To complement and build on the existing team and partnership, APFC is seeking the targeted services of a global financial media consultant.

This engagement will be collaborative, bringing together the interests of APFC's diverse stakeholder groups through a team-based approach of statewide, national, and global support across two firms.

The offeror must have the communications skills, understanding, and experience associated with global financial markets and the endowment, sovereign wealth fund, or public trust space to provide support in the following areas:

1. Media Strategy and Interview Support in conjunction with APFC's Board Meetings:

- Provide strategic guidance for pre and post-interview engagements to ensure accurate and impactful messaging in the global financial media landscape.
- Evaluate media preferences for APFC's key spokespeople and leadership to determine their respective strengths in different types of media interactions.
- Develop a tailored approach to balance media presence, considering the preferences of statewide media/stakeholders and those of global financial media/stakeholders.
- Recommend techniques to enhance effectiveness in media interactions, building a cohesive narrative that aligns with APFC's objectives.

2. Crafting Strategic Messaging:

- Propose strategies to enhance media focus on financially oriented topics, fostering a more conducive environment for discussions related to financial matters.
- Clearly communicate APFC's approach to management, budget, compensation structures, peer benchmarking, and asset allocation strategies.
- Balance the interests of public accountability and transparency with terms of confidentiality associated with investment partnerships.
- Support comprehensive messaging strategy highlighting APFC's role as a revenue generator for the state.

3. Board Strategic Plan Rollout:

- Develop communications in alignment with and in support of the objectives of the Board of Trustees' strategic plan and initiatives.
- Collaborate with APFC to strategize the rollout of the Sovereign Endowment's vision and tactics to achieve the ambitious goal of growing the endowment.
- Develop compelling narratives that go beyond asset allocation, encompassing the broader strategic plan and tactics necessary for achieving this growth target.
- Incorporate innovative ways to present APFC's initiatives in a manner that captures the attention of the financial media and reinforces its global significance.

4. Conference and Speaking Engagements:

- Devise a comprehensive calendar of speaking engagements, conferences, and other public appearances for APFC's Investment and Leadership Teams with a focus on promoting APFC's key messages.
- Align speaking opportunities with the board meeting schedule, leveraging board decisions and topics to enhance the impact of media interactions.
- Ensure a well-rounded, 360-degree approach that leverages the expertise of different team members and supports the overall media strategy.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately November 1, 2023, for approximately 2 years with 2, one-year renewal options to be exercised at the sole option of the state.

The approximate contract schedule is as follows:

Initial term: November 1, 2023 – October 31, 2025

First Optional Renewal: November 1, 2025 – October 31, 2026

Second Optional Renewal: November 1, 2026 – October 31, 2027

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. 3.03 DELIVERABLES

The contractor will be required to provide the following deliverables:

- A. Pre-During-Post Board Meeting Engagement on proactive messaging, interviews, and responses to media inquiries.
 - APFC's Board of Trustees currently holds 6 scheduled meetings per year with special meetings and work sessions scheduled as needed.
- B. Pre-During-Post Board Committee Meeting Engagement on proactive messaging, interviews, and responses to media inquiries.
 - APFC currently has two standing committees, Governance and Audit, that each meet 2-3 times per year.
- C. Pre-During-Post Board Working Group Engagement on proactive messaging, interviews, and responses to media inquiries.
 - APFC currently has two working groups, Strategic Planning and Trustees Paper #10, that will be meeting regularly through the remainder of calendar 2023.
- D. Providing current topics and financial media topics along with messages relevant to APFC Board meeting agenda items or current affairs.
- E. Vetting and building a credible network of APFC's Global Financial Media Relationships.
- F. Message development in support of APFC's strategic plan and initiatives, including creative production (infographics, videos, social) as required.

- G. 360 Approach and Build Out of Speaking and Conference Engagement in support of APFC’s strategic plan.
- H. The Offeror will meet regularly with the Project Director and Alaska-based contractor in support of collaboration and alignment.

APFC is seeking a collaborative relationship with the Offeror and other vendors. The deliverables established in the RFP are not intended to be all-inclusive, and alternative ideas are encouraged during the contract in collaboration with and upon approval by the Project Director.

SEC. 3.04 CONTRACT TYPE

This contract is a firm fixed-price contract.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

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

SEC. 3.06 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Executive Director of APFC or the Executive Director’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.

Any single contract payment of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

SEC. 3.07 CONTRACT PRICE ADJUSTMENTS

Consumer Price Index (CPI): Contract prices will remain firm through **October 31, 2025**.

The contractor may request price adjustments, in writing, 30 days prior to the contract renewal date. Requests must be in writing and must be received 30 days prior to the contract renewal date. If the contractor fails to request a CPI price adjustment 30 days prior to the contract renewal date, the adjustment will be effective 30 days after the state receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December 2024); and each (January through June OR July through December 2025 six-month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

All price adjustments must be approved by the procurement officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the procurement officer.

SEC. 3.08 LOCATION OF WORK

The state will not provide workspace for the contractor. The contractor must provide its own workspace.

It is anticipated that meetings will be held and accessed through electronic platforms. Should travel to support this contract be necessary, it must be approved by the Project Director or Project Director's designee and will be reimbursed in accordance with the state travel policies as provided in Alaska Administrative Manual. All costs associated with travel reimbursements are inclusive of the total contract amount.

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

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

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

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

SEC. 3.09 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 3.10 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.11 CONTRACT PERSONNEL

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

SEC. 3.12 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director or procurement officer 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. 3.13 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 procurement officer has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Executive Director of APFC or the Executive Director's designee.

SEC. 3.14 NONDISCLOSURE AND CONFIDENTIALITY

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

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

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

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

SEC. 3.15 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.

SEC. 3.16 INSURANCE REQUIREMENTS

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 procurement 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.

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

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.

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.

Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$300,000 per claim /annual aggregate.

SEC. 3.17 TERMINATION FOR DEFAULT

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

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

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT & CONTENT

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

SEC. 4.02 INTRODUCTION

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

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

SEC. 4.03 UNDERSTANDING OF APFC & THE FUND

Offerors must demonstrate an understanding of the Alaska Permanent Fund, the Alaska Permanent Fund Corporation, and the diverse stakeholders' interests (state, national, global). The ability to collaborate effectively and provide integrated financial sector communications must be conveyed.

SEC. 4.04 METHODOLOGY & MANAGEMENT PLAN

The Offeror's Methodology and/or Management Plan must demonstrate the Offeror's comprehension of the objectives and Scope of Services anticipated by this RFP. Offerors must provide comprehensive narrative statements that set out the methodology and/or management plan they intend to employ and illustrate how the methodology/plan will serve to accomplish the work and meet the engagement objectives of the RFP.

SEC. 4.05 ORGANIZATION, PROFESSIONAL EXPERIENCE & QUALIFICATIONS

Offeror must demonstrate sufficient prior experience delivering professional communications for entities that may operate in same or similar space as APFC, i.e.; federal, state, or local government or quasi-agencies; financial endowments, pension funds, trusts, sovereign wealth funds; financial institutions; corporations.

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

Offerors must affirm and demonstrate an established list of long-term and direct financial media relationships.

In evaluating the experience of the Offeror, the APFC evaluation committee will rely upon the Offeror to clearly demonstrate its experience through references supporting similarly performed work and work samples submitted with the Offeror's response.

The Offeror must establish proof that the Offeror is staffed with sufficient personnel with prior experience to enable the Offeror to adequately foresee and resolve problems that may be associated with developing, designing, and carrying out the terms of the proposed contract.

SEC. 4.06 OFFEROR PRESENTATION AND INTERVIEWS

After the deadline for Written and Cost Proposals has passed, all Offerors who submitted responsive and responsible proposals will be contacted and scheduled to provide presentations to the Proposal Evaluation Committee and scored in accordance with the following criteria.

PRESENTATION SCENARIO – BOARD OF TRUSTEES ANNUAL MEETING

Offerors will be asked to present their consideration of APFC’s Annual Meeting and how they would cover it within the financial media sector.

- Board of Trustees Annual Meeting will be held on September 27-28, 2023. The Board packet is posted on apfc.org (link) in advance of the meeting, and the video of the meeting will be posted in the archive post-meeting (link).

This presentation will be limited to no more than 30 minutes in length.

The proposal evaluation committee will evaluate the presentation based on expert insights and recommended financial media engagement on messaging, interviews, and responses to media inquiries for Pre-During-Post Board Meeting.

INTERVIEW QUESTIONS

The proposal evaluation committee will have the opportunity to ask Offerors questions about their presentation, as well as questions regarding their proposal or philosophy to approaching global financial media communications.

The proposal evaluation committee will evaluate the interviews based on relevant and strategic insights in support of the scope of this engagement.

SEC. 4.07 COST PROPOSAL

Offerors must complete and submit the Cost Proposal Form (Attachment 1).

All costs associated with this contract, including but not limited to travel, photography, creative and video will be factored into the annual budget for financial communications services as outlined in the RFP, Section 1.02 Budget.

SEC. 4.08 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

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

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

SEC. 5.01 UNDERSTANDING OF APFC AND THE FUND (5%)

Proposals will be evaluated against the questions set out below:

- 1) How well has the Offeror demonstrated an understanding of the Alaska Permanent Fund, the Alaska Permanent Fund Corporation, and the diverse stakeholders' interests (state, national, global)?
- 2) In support of APFC and the Fund, how well has the Offeror demonstrated the ability to collaborate effectively and provide integrated financial sector communications?

SEC. 5.02 METHODOLOGY & MANAGEMENT (10%)

Proposals will be evaluated against the questions set out below:

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the management plan support the project scope and logically lead to the deliverables required in the RFP?

SEC. 5.03 ORGANIZATION, PROFESSIONAL EXPERIENCE & QUALIFICATIONS (20%)

Proposals will be evaluated against the questions set out below:

- 1) How extensive is the Offeror's prior experience delivering professional communications for entities that may operate in the same or similar space as APFC?
- 2) To what degree has the Offeror illustrated the lines of authority and designated the individual responsible and accountable for the completion of each component and deliverable of the RFP?
- 3) Has the Offeror clearly demonstrated experience through references supporting similarly performed work?
- 4) To what degree has the Offeror affirmed and demonstrated an established list of long-term and direct financial media relationships?

SEC. 5.04 PRESENTATION (15%)

The proposal evaluation committee will evaluate the presentation based on expert insights and recommended financial media engagement for the Pre-During-Post Board Meeting phases. Presentations will be evaluated against the questions set out below:

- 1) How well has the Offeror demonstrated experience in global financial media consulting and strategic messaging?
- 2) Has the Offeror presented innovative approaches to balancing media interactions and leveraging board meetings?
- 3) To what degree has the Offeror demonstrated expertise in presenting complex financial goals and tactics?

SEC. 5.05 INTERVIEWS WITH OFFERORS (20%)

The proposal evaluation committee will have the opportunity to ask Offerors questions about their presentation, as well as questions regarding their proposal or philosophy to approaching global financial media communications. Interview questions for each Offeror will be consistent and will not be provided in advance. The interview process will be evaluated against the questions set out below:

- 1) Has the Offeror conveyed a strong track record of financial media engagement?
- 2) How extensive are the relevant and strategic insights in support of the scope of this engagement that Offeror has brought forth?
- 3) To what degree has the Offeror brought forth effectiveness of strategies for shifting media focus and promoting financial discussions?
- 4) To what extent has the Offeror identified potential issues?

SEC. 5.06 CONTRACT COST (20%)

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

Converting Cost to Points

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

SEC. 5.07 ALASKA OFFEROR PREFERENCE (10%)

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

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

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

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 6.03 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

An evaluation committee made up of at least three state employees or public officials will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section 5. Evaluation Criteria And Contractor Selection.

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

SEC. 6.06 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 by telephone or 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 and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror 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. 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 Shared Service's** web site:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

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

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

Sec. 6.11 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under former AS 32.05, AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the 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.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.13 ALASKA OFFEROR PREFERENCE

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

SEC. 6.14 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 claimed by the offeror.

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

STEP 2

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

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

\$40,000 lowest cost x 40 maximum points for cost = 1,600,000 ÷ \$42,750 cost of Offeror #2's 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 Offeror #3's proposal = 33.7

(b) ALASKA OFFEROR PREFERENCE

STEP 1

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

100 Total Points Available in RFP x 10% Alaska Offeror preference = 10 Points for the preference

STEP 2

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

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

STEP 3

Add the applicable Alaska Offeror preference amounts to the offerors' scores:

Offeror #1	83 points	
Offeror #2	84 points	(74 points + 10 points)
Offeror #3	90 points	(80 points + 10 points)

STEP 4

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

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Contract Form for Goods and Non-Professional Services (form SCF.DOC/Appendix A). This form is attached in **SECTION 8. ATTACHMENTS** for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

1. Identify the provision the offeror takes exception with.
2. Identify why the provision is unjust, unreasonable, etc.
3. Identify exactly what suggested changes should be made.

SEC. 7.02 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the RFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

SEC. 7.03 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 7.04 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 7.05 HUMAN TRAFFICKING

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

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

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

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

Minor informalities that:

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

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

A proposal from a debarred or suspended offeror shall be rejected.

SEC. 7.07 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 7.08 DISCLOSURE OF PROPOSAL CONTENTS

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

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information.

If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

SEC. 7.09 ASSIGNMENTS

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. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 7.10 DISPUTES

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

SEC. 7.11 SEVERABILITY

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

SEC. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS

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

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

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

SEC. 7.13 SOLICITATION ADVERTISING

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

SEC. 7.14 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the procurement officer.

- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of Federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

- 1) Cost Proposal Form
- 2) Standard Agreement Form for Professional Services - Appendix A & Appendix B
- 3) Alaska Bidder Preference Certification Form