


**State Of Alaska**
**Department of Environmental Conservation**
**Division of Air Quality**
**410 Willoughby Ave., Suite 303**
**Juneau, AK 99801**

# Request for Proposals

**RFP 2016-1800-2910**
**Date of Issue: March 19, 2015**

## Air Quality Public Relations & Education

The Department of Environmental Conservation (DEC), Division of Air Quality, is soliciting proposals from qualified contractors for a contract for air quality public education campaigns that will focus on a number of air quality issues of concern to Alaska. The department seeks assistance in the development of both statewide public awareness campaigns and advertisements/educational components of pre-developed air quality campaigns. Tasks include, but are not limited to: assisting in the development of public awareness campaigns, determining best information distribution, creating public relation materials in different formats, negotiating media buys (TV, radio, print, social media), designing graphic art, and consulting on outreach issues. The development of materials and assistance with public surveys and focus groups are also anticipated.

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 identified in subsection 1.01 to receive subsequent amendments. Failure to register may result in the rejection of your proposal.

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# SECTION ONE
# INTRODUCTION AND INSTRUCTIONS

## 1.01 Proposal Submission Instructions

Offerors must submit 1 original and 3 copies of its written proposal, 1 copy of a work sample from the editor and list all technology and formats the editor is proficient in, and 1 electronic version in a sealed envelope to the procurement officer. The electronic version will be provided on a CD, and be an unprotected Microsoft Word document. In a separate sealed envelope, Offerors must submit 1 original cost proposal. Please address the proposal envelopes as follows:

Offerors Business Name
Offerors Business Mailing Address

Department of Environmental Conservation
Division of Air Quality
Attention: Chris Hunt
410 Willoughby Avenue, Suite #303
P.O. Box 111800
Juneau, Alaska 99811-1800

Request for Proposal (RFP) Number: 2016-1800-2910
Project Name: Air Public Relations and Education

Proposals must be received no later than 3:00 PM., Alaska Time on April 21, 2015. Proposals may be mailed or delivered in person to the address listed below. Proposals that are verbal, late, or illegible will be rejected.

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

DEC PROCUREMENT OFFICER:
Chris Hunt
410 Willoughby Avenue, Suite # 303
P.O. Box 111800
Juneau, Alaska 99811-1800
PHONE: (907) 465-5037
FAX: (907) 465-5099
E-MAIL: chris.hunt@alaska.gov

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

## 1.02 RFP Schedule

The RFP schedule set out herein represents DEC's best estimate for this solicitation. If a component of this schedule, such as the proposal due date, is delayed then the rest of the schedule will be shifted by the same number of days.

The schedule is as follows:

- Deadline to submit written questions March 30, 2015
- Response to written questions April 3, 2015
- Deadline for receipt of proposals April 21, 2015 no later than 3:00 PM., Alaska Time
- State of Alaska issues Notice of Intent to Award May 11, 2015
- State of Alaska issues contract May 22, 2015
- Contract effective date July 1, 2015

## 1.03 Purpose of the RFP

The Department of Environmental Conservation (DEC), Division of Air Quality, is soliciting proposals for a contract for air quality public education campaigns that will focus on a number of air quality issues of concern to Alaska. The department seeks assistance in the development of both statewide public awareness campaigns and advertisements/educational components of pre-developed air quality campaigns. Tasks include, but are not limited to: assisting in the development of public awareness campaigns, determining best information distribution, creating public relation materials in different formats, negotiating media buys (TV, radio, print, social media), designing graphic art, and consulting on outreach issues. The development of materials and assistance with public surveys and focus groups are also anticipated.

## 1.04 Budget

DEC estimates a budget of no more than $800,000.00 for completion of the services required herein over the entire duration of the contract resulting from this RFP, to include any and all renewals. Any proposal that exceeds that amount will be considered non-responsive.

## 1.05 Location of Work

The location(s) the work is to be performed, completed and managed is at the contractor's primary place of business. Certain tasks may require travel within Alaska, typically to Juneau, Anchorage, Fairbanks and the Matanuska-Susitna (Mat-Su) Valley.

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

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for 1 staff member to make 1 trip to Fairbanks and 1 trip to the Mat-Su Valley. Travel to other locations will not be required.

By signature on its proposal, the offeror certifies that all services provided under the contract resulting from this RFP 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 calendar 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 DEC to reject the proposal as non-responsive, or cancel the contract.

## 1.06 Human Trafficking

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

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

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

## 1.07 Assistance to Offerors with a Disability

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than 10 business days prior to the deadline for receipt of proposals.

## 1.08 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least 10 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 10 days before the deadline for receipt of proposals.

## 1.09 Questions Received Prior to Deadline for Receipt of Proposals

Offerors may submit questions regarding this RFP to the Procurement Officer listed in subsection 1.01 no later than March 30, 2015. All questions must be submitted in writing and will be responded to in writing, no verbal questions are allowed.

## 1.10 Amendments

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

## 1.11 Alternate Proposals

Offerors may only submit 1 proposal for evaluation.

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

## 1.12 Right of Rejection

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

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

Minor informalities that:

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

may be waived by the procurement officer.

The State reserves the right to refrain from making an award if it determines that to be in its best interest. A proposal from a debarred or suspended offeror shall be rejected.

## 1.13 State Not Responsible for Preparation Costs

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

## 1.14 Disclosure of Proposal Contents

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

Offerors are responsible to identify within its proposal any and all trade secrets, and confidential or proprietary information. The entire proposal shall not be marked as proprietary or confidential. The State will do its best to not disclose information marked as proprietary or confidential, and retains the right to require the offeror to provide a redacted proposal in the event of a public records request. A redacted proposal must be provided within the time frame necessary to meet the public records request deadline.

## 1.15 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.

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:

(a) complete name of the subcontractor;

(b) complete address of the subcontractor;

(c) type of work the subcontractor will be performing;

(d) percentage of work the subcontractor will be providing;

(e) evidence that the subcontractor holds a valid Alaska business license; and

(f) 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.

## 1.16 Joint Ventures

Joint ventures will not be allowed.

## 1.17 Offeror Certification

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

(a) the laws of the State of Alaska;

(b) the applicable portion of the Federal Civil Rights Act of 1964;

(c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;

(d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;

(e) all terms and conditions set out in this RFP;

(f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;

(g) that the offers will remain open and valid for at least 90 days; and

(h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

## 1.18 Conflict of Interest

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

## 1.19 Right to Inspect Place of Business

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

## 1.20 Solicitation Advertising

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

## 1.21 News Releases

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

## 1.22 Assignment

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

## 1.23 Disputes

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.

## 1.24 Severability

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

## 1.25 Federal Requirements

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

# SECTION TWO
# STANDARD PROPOSAL INFORMATION

## 2.01 Authorized Signature

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

## 2.02 Pre-proposal Conference

The Department of Environmental Conservation, Division of Air Quality, will not hold a pre-proposal conference.

## 2.03 Supplemental Terms and Conditions

Proposals must comply with Section 1.12 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
b) if the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

## 2.04 Clarification of Offers

In order to determine if a proposal is reasonably acceptable 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 specific contents of a proposal. In no event will clarifications result in a material or substantive change to the proposal. The evaluation by the procurement officer or PEC may be adjusted as a result of a clarification under this subsection.

## 2.05 Discussions with Offerors

The State may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the

procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably acceptable for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or 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 put in writing by the offeror.

## 2.06 Prior Experience

In order for proposals to be considered responsive, Offerors must meet these prior experience requirements:

- *Project Manager*

5-8 Years of experience and a Marketing Degree (other titles could include: account manager, account executive, etc.—this is the main contact person between the firm and the DEC Project Director, who organizes and manages the account. This person is also expected to actually participate in work on the account and product development. Any management personnel that would normally spend less than 20% of the total staff time on the project would not be considered the project manager under this definition. If another title best describes the intent of this position, an offeror may substitute with a different title as long as position is clearly defined and expected to work significantly with the account and product development)

Provide one example of a product for an account for which the project manager was responsible (either radio ad, TV ad, or social media ad) and a short description of the goal or target of the product. (For example, if a TV ad is submitted, describe what original outcome the TV ad was intended to produce)

- *Media Buyer*

5 Years actual experience as a media buyer (For purposes of this RFP a media buyer is defined as the person responsible for negotiating and purchasing ads or time slots for ad placement for a variety of mediums)

- *Graphic Artist*

5 Years of experience as a graphic artist (the person responsible for the creative design of the graphics for a variety of mediums)

Provide one example of graphic art work

- *Editor-Audio/Video*

5 Years of experience (if a firm has more than one audio/video editor, identify the most expensive one in the cost proposal)

List all the programs, equipment, etc. that the editor(s) are proficient in.
Provide one media example that demonstrates the editor(s) abilities. Along with the media example should be a short description of the editing requirements necessary to produce the final project.

Understanding of Alaska's media market and air quality issues is preferable. Therefore, proposals, in the experience section, are encouraged to outline the firm's understanding of the various Alaska media markets and highlight understanding or knowledge of air quality issues.

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

## 2.07 Vendor Tax ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within 5 days of the State's request.

## 2.08 F.O.B. Point

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

## 2.09 Alaska Business License and Other Required Licenses

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

(a) copy of an Alaska business license;

(b) certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;

(c) a canceled check for the Alaska business license fee;

(d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or

(e) a sworn and notarized affidavit that the offeror has applied and paid for the Alaska business license.

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

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

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

## 2.10 Minority Business Enterprise & Women's Business Enterprise (MBE/WBE) AS 36.30.890

**Minority and Women's Business Utilization**
This procurement is funded in part or fully through federal grants or cooperative agreements. It is national policy to award a fair share of contracts to Minority Firms and Women's Business Enterprises through affirmative action. The negotiated Federal fiscal year 00 "Fair Share" percentage is 10% (6% MBE and 4% WBE). This RFP incorporates a 5 point preference for all qualified Minority Firms and Women's Business Enterprises.

In order to be deemed a bona fide Minority Business Enterprise (MBE) or Women's Business Enterprise (WBE) a firm must be certified by the small Business Administration (SBA) other Federal or State Agency, or be self-certified as an independent business concern which is at least fifty-one percent (51%) owned and controlled by minority group members or women.

It is the responsibility of the offeror to include in their proposal an affidavit of their qualifications and of the qualifications of their subcontractor's for this preference.

## 2.11 Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion, Executive Order 12549, 29 CFR Part 98, Section 98.510

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 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 must be completed and submitted with your proposal.

## 2.12 Contract Negotiation

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

contract negotiations are commenced, they may be held in the B Conference room on the 2nd floor of the Bayview Building in Anchorage, Alaska or at the DEC Building located at 410 Willoughby Avenue Juneau, Alaska.

If the contract negotiations take place in Anchorage, or Juneau Alaska, the offeror will be responsible for its travel and per diem expenses.

## 2.13 Failure to Negotiate

As stated in the preceding subsection, the State may terminate negotiations 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.

## 2.14 Notice of Intent to Award (NIA) — Offeror Notification of Selection

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

## 2.15 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 10 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 10 days after the date the Notice of Intent to Award the contract is issued.

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

a. the name, address, and telephone number of the protester;
b. the signature of the protester or the protester's representative;
c. identification of the contracting agency and the solicitation or contract at issue;

d. a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

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

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

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

# SECTION THREE
# STANDARD CONTRACT INFORMATION

## 3.01 Contract Type and Term

The contract resulting from this RFP will be a Firm Fixed Price with adjustments contract. The contractor's cost established as a result of this solicitation will remain firm through June 30, 2016.

The contractor must request price adjustments, in writing, a minimum of 30 days prior to the new fiscal year. If requested, CPI price adjustments will then begin July 1, 2016, July 1, 2017, and July 1, 2018 (FY 2017, 2018, 2019), and will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-W) for Urban Wage Earners and Clerical Workers, All Items, Anchorage Area.

DEC will allow an annual CPI adjustment ***only*** to the Contractor's Hourly rates, which will be incorporated as part of the Compensation Appendix D of the successful bidder's contract. CPI rates are not retroactive if not requested prior to the new fiscal year, and will be effective as of the contract approved amendment date. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average July through December 2014, and each July through December 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.

CPI Reports are available online at:

**http://almis.labor.state.ak.us/cpi/calcindexchg.htm**

1. City: Anchorage, AK
2. Item: All Items
3. Seasonal Adjustment: Not Seasonal Adjusted

The initial term of the contract resulting from this RFP will be for 3 years. The contract may be renewed for an additional 2 one year terms as executed through an amendment to the contract. Renewals will be exercised solely at the discretion of the State.

## 3.02 Contract Approval

This RFP is not a contract and does not obligate the State. The State's obligation will commence when a contract is executed by the Commissioner of the Department of Environmental Conservation, 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 execution of the contract.

## 3.03 Standard Contract Provisions

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). 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.

## 3.04 Order of Precedence

If a contract is awarded, the following documents shall comprise the contract:
1. This RFP and its attachments and appendices;
2. The contractor's proposal; and
3. The Standard Agreement Form or other final document executing the contract.

Notwithstanding the provisions of the State of Alaska Contract Terms and Conditions, in the event of a conflict between any of the above documents, precedence is established as follows, with the lower numbered document controlling over a higher numbered document:
1. An amendment to the contract as provided in this RFP, with the more recent amendment taking precedence over a less recent amendment;
2. The Standard Agreement Form or other final document executing the contract;
3. The RFP; and
4. The contractor's proposal.

Where terms and conditions specified in the contractor's proposal supplement the terms and conditions in the RFP, the supplemental terms and conditions shall apply only if specifically accepted by the procurement officer in writing.

## 3.05 Insurance Requirements

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

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

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

## 3.06 Contract Funding

The DEC is a government entity and it is understood and agreed that the DEC's payments provided for herein may be paid from Alaska State Legislative appropriations; and approval or continuation of a contract resulting from this RFP is contingent upon Legislative appropriation. The DEC reserves the right to terminate the contract in whole or part if, in its sole judgment, the Legislature of the State of Alaska fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available. Further, in the event of non-appropriation, the State shall not be liable for

any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom.

## 3.07 Payment Procedures

The contractor will be compensated for services rendered to the DEC, in accordance with the following:

1. Contractor will invoice the DEC on a monthly basis for services rendered in the month prior. The DEC will endeavor to make payment for services within a 30 day period after receipt of a complete and accurate pay request, with all required supporting documents.

Interest for late payment will not be paid on this contract.

2. Invoices must reference the contract number, billing period being invoiced, total hours provided, rate, total cost billed, and whether the invoice is a process billing or a final billing. The invoice must also identify a detailed breakdown of the hours billed in order to verify and validate the invoice is accurate and services were rendered. The DEC reserves the right to require supporting documentation or clarifications of the invoice details prior to payment.

3. Invoices are to be mailed to the address in Block 10 of the Standard Agreement Form.

4. Final invoices must be received by DEC no later than 60 days following completion of the project, or contract expiration.

5. If total monthly charges do not exceed $50, an invoice billing will not need to be submitted for that month.

6. All terms further specified in Section Five are applicable to the billing, invoicing, and compensation process.

The Fairbanks North Star Borough, should they utilize the professional services and contract rates established through this RFP, may have a separate payment procedure. Specific payment procedures will be established between the contractor and the Fairbanks North Star Borough.

## 3.08 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Environmental Conservation or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract.

The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

## 3.09 Informal Debriefing

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

## 3.10 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.

## 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.

## 3.12 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 15 days written notice to the contractor, terminate the contract, either in part or whole.

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

## 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 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 Environmental Conservation or the Commissioner's designee.

## 3.14 Contract Invalidation

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

## 3.15 Nondisclosure and Confidentiality

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

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

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

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

# SECTION FOUR
# BACKGROUND INFORMATION

## 4.01 Background Information

Fairbanks, rural Alaska, and the Matanuska-Susitna (Mat-Su) Valley are experiencing particulate matter air pollution from a variety of sources including road dust, windblown dust, wood smoke, and motor vehicles. Coarse particulate matter (PM 10) is a concern for many rural communities and the Mat-Su Valley, while fine particulate matter (PM 2.5) is a concern in some rural areas as well as in Juneau, Fairbanks, and the Mat-Su Valley. Public outreach and education is an important strategy to addressing these problems.

Education activities will be used to provide information to explain the importance of the health standards and different measures the help reduce effects. Recently, the monitored levels on PM 2.5 in the Butte area of the Mat-Su Valley have had excursions above the level of the 24-hour PM 2.5 air quality standard. Assisting the community with education and outreach will be important to help the community proactively address this emerging air pollution problem. Continuing assistance to rural Alaska, Juneau, and the Fairbanks North Star Borough are also critical elements of improving and maintaining air quality across the state. In Fairbanks, it is extremely important to ensure effective implementation of the measures that will be adopted as part of their PM 2.5 attainment strategy in the future.

The current public relations (PR) contract ends June 30, 2015The new contract resulting from this RFP will commence on July 1, 2015. The majority of the education efforts are funded by DOT&PF using Congestion Mitigation Air Quality (CMAQ) funds from the Statewide Air Quality Education Program, but it is also likely some federal grant funds will be used to fund this contract over time.

DEC has a number of current educational campaigns materials which may be found at the following web pages:

Burnwise Alaska: http://burnwise.alaska.gov/

Rural Dust: http://dec.alaska.gov/air/anpms/pm/dust.htm and
http://dec.alaska.gov/air/anpms/Dust/Dust_docs/Coloring%20book.pdf

# SECTION FIVE
# SCOPE OF WORK

## 5.01 Scope of Work

The DEC, Division of Air Quality is soliciting proposals for a professional services contract. The contract will primarily focus on development of outreach materials and placement of ads. The professional services being sought are for a PR firm to assist in crafting TV ads, radio ads, and print materials as well as providing a means for the department to purchase air time to play previously developed ads. This contract will support continuation of the Burn Wise Alaska education effort statewide. The contract will develop public awareness materials, assist in determining the best approach to inform the public, design graphic art, negotiate media buys and assist with surveys. This contract will be a part of a public education project funded through Congestion Mitigation and Air Quality (CMAQ) funds received from the Alaska Department of Transportation & Public Facilities.

## 5.02 Deliverables

Deliverables are identified through the tasks outlined in this section. The contract established as a result of this RFP will have several different outreach campaigns included. However, many of the tasks required for the campaigns will be similar. For this reason, this section lays out the general tasks and then provides the project-related background for identified projects. The general tasks described in this section will be modified to fit the need of each specific outreach project. Not all tasks will be necessary for all projects.

DEC shall have full rights and possession of all raw and finished advertising materials and work product. Copies of all raw footage and finished materials/advertisements (print, video, and audio) shall be forwarded in digital or high quality print format to DEC for use by their discretion. All advertising materials provided to DEC shall be replicable copies. DEC shall have the right to allow other agencies such as (but not limited to) MOA, FNSB, Mat-Su Borough, City of Juneau, or EPA use of advertising materials in future campaigns.

Since DEC is accountable for project monies provided by federal grants, the contractor will be required to track expenses for each specific outreach project that is ultimately assigned through this contract. Funding for this project comes from multiple sources so it is important the contractor have organized and timely billing and tracking for the account. All costs shall be tracked according to an individual project. Due to the similar nature of some of the individual projects, some tasks may overlap. When this occurs, the project director shall work with the contractor to clearly identify the resources to be allocated to each individual project for tracking purposes.

**Public and Media Relation Campaign Development**

The contractor shall work closely with DEC to advise, plan, and develop effective multifaceted public awareness campaigns designed to effectively deliver messages to target audiences (generally the public) for specific air quality outreach projects. Campaigns may be developed to serve a statewide outreach effort, but most will be directed to specific communities. DEC will direct the contractor on the specific subject(s) or project(s) that requires a full multifaceted public awareness campaign(s).

The campaigns developed shall generally address the following issues:

- the message(s) to be delivered and the targeted audiences for a particular outreach campaign;
- best methods of information distribution (radio, printed materials, television, internet, etc.) for specific projects and objectives;
- suggested timing and frequency of the message delivery, including a schedule which details how multiple messages, delivery modes, and ads will be cycled to maximize the effectiveness of the media campaign;
- more specific recommendations for placing radio and print ads, including radio buy times and stations, the time and format of print ads, recommended development of brochures, etc., to best deliver the desired message;
- suggested media to maximize the cost-effectiveness of this delivery, including both paid and free placement of public awareness information.

The department can provide information on current public information activities, press relations and publications. As the contractor begins to work on specific campaigns, this information can be reviewed so that the contractor can determine how effectively DEC has been communicating with the public. This could assist the contractor in assessing new opportunities, suggesting new directions, and working with DEC in developing a more effective communications effort.

To assess the effectiveness of the public outreach and education campaigns, DEC may require a before and after survey to be conducted. Because the contractor shall perform work for the contract on an "as needed basis," the DEC project director will assign and negotiate with the contractor projects to be accomplished for this deliverable. Work will not commence on development of a campaign until the DEC project director notifies the contractor to proceed. The project director will also need to sign off on the final campaigns on a project by project basis prior to any implementation of a campaign.

**Outreach Campaign Implementation**

The contractor shall work closely with DEC to implement effective multifaceted public awareness campaigns designed to effectively deliver messages to target audiences (generally the public) for specific air quality outreach projects. Campaigns may be developed to serve a statewide outreach effort, but most will be directed to specific communities, such as Anchorage, Fairbanks, Juneau and the Mat-Su Valley.

The ability to distribute accurate information in a timely manner is important to DEC. The contractor shall assist DEC in maintaining a working relationship with statewide media, establish and maintain a social media presence, and help to produce a variety of press releases and information to distribute for specific projects and objectives. Developing productive methods of generating media coverage and responding immediately to issues will be vital to many of the specific projects to be completed under this contract.

The contractor will conduct the following type of work during the implementation of outreach campaigns under this contract:

- ***Develop Outreach Materials***
  The contractor shall provide consultation and develop outreach materials such as print ads, radio ads, TV ads, posters, brochures, flash ads, or other appropriate media or social media, which must comply with state printing and posting policies, to promote public awareness of DEC programs. The development of print materials may require the skills of a graphic artist. The materials to be developed

may include information booklets/pamphlets on DEC programs and information sheets suitable for use by a wide variety of audiences.

The outreach materials developed will need to meet the individual needs of each project and/or campaign identified by DEC. If a project has a multi-community focus, a "one-size fits all" approach may not be possible. The department will assist in all facilitation between communities and will assist to make as uniform as possible the materials; however, it is anticipated that there will be differences between the approach taken, particularly between Anchorage and Fairbanks. The contractor will also need to work with the department to assure that work under this contract is harmonized with current outreach projects and public awareness campaigns. Care should be taken to reduce overlap and promote increased effectiveness with local outreach efforts.

When needed, the contractor shall provide graphic design and artwork. Design or artwork developed under this contract is the property of the State of Alaska. All materials developed such as, artwork, handouts, brochures, etc. will be made electronically available to the department in a form usable by the department and must comply with state policies. The contractor may not use or reproduce any materials developed for the department for another client unless written approval by the department is received.

- ***Negotiate and Place Media Buys***
  The contractor shall negotiate and handle all media buys for ad placement on radio and television. In an effort to reduce costs, the contractor shall use economies of scale for negotiations in ad placement. In general, the department will be responsible for placing advertisements in newspapers.

- **Surveys**
  DEC may require surveys. Some surveys may focus on before and after implementation of a campaign to evaluate effectiveness or periodic surveys to track trends.

- **Focus groups**
  DEC may require focus groups to help determine that acceptability of a concept within a local community.

- **Social Media**
  Social Media is becoming more and more an integral part of communications. The contractor shall support DEC social media needs through assistance with social media such as Facebook, Twitter, and other social media outlets as they become popular. Keeping abreast of latest social media trends will be important. Types of support may include, but is not limited to: developing initial accounts, providing graphics, developing posting topic schedules, assist with boosting pages, recommending approaches, etc.

**Specific Public Outreach Projects**

At this time the air program has identified the following specific outreach projects for which some level of contractual assistance or outreach material development will be needed. These projects are:

A. Fairbanks $PM_{2.5}$ education campaign

B. Rural Dust education campaign
C. Burnwise Alaska campaign
D. General Air Quality Issues

Background information on each of these projects follows, along with any known tasks that would likely be assigned under the contract. Once a contractor has been selected and additional consultation has occurred, more tasks could be assigned for completion for these projects.

**A. Fairbanks $PM_{2.5}$ Education Campaign**

Due to changes in the federal health-based air quality standards for $PM_{2.5}$ Fairbanks has been designated non-attainment. Efforts are currently underway to bring Fairbanks into attainment of the air quality standards. Initial efforts for public education have been started. The spring-time, Split, Stack, Store & Save campaign is an example of work started under a previous contract (http://www.aqfairbanks.com/). An educational campaign has been initiated by the Fairbanks North Star Borough air quality program. Under this contract, efforts will focus on State specific issues within the Fairbanks nonattainment area. Items such as the wintertime open burning and dry wood requirements, opacity levels, and state requirements for wood stoves. Under previous contracts, at least four television ads have been created. The feel and look as well as the slogans developed will be continued. Additional development could entail radio, informational pamphlets and information sheets that would have slightly different focuses depending on the time of year.

**B. Rural Dust Education Campaign**

Rural dust problems seem to be exacerbated by vehicle traffic. In recent years, the department has worked to develop TV and radio ads related to reducing speeds on dirt roads in an effort to reduce dust. Under this contract, work will continue to enhance the overall campaign and continue placing those media items that have been, and will be, developed. The feel and look as well as the slogans developed for this campaign will be continued. Additional development could entail additional radio ads, informational pamphlets and information sheets. Previously produced brochures, Radio & TV ads may be found under the "Public Outreach" section at the following link: http://www.dec.alaska.gov/air/anpms/comm/rural_pm10.htm

**C. Burnwise Alaska Campaign**

Burnwise Alaska is a statewide educational campaign. Wood burning is a common source of home heating throughout the state. The wood smoke produced can cause communities to have problems meeting the PM2.5 health standard. The state has developed pamphlets and TV ads pertaining to wood burning under a previous contract. Under this contract, work will continue to support and enhance the overall campaign and continue placing those media items that have been, and will be, developed. The feel and look as well as the slogans developed for this campaign will be continued. Additional development could entail radio, informational pamphlets and information sheets. Some of the older brochures and TV ads may be found at the following link: http://www.dec.alaska.gov/air/anpms/pm/wshome.htm. Otherwise, the main Burnwise Alaska webpage may be found at: www.burnwise.alaska.gov

**D. General Air Quality Issues**

The department has an on-going need to be responsive to air quality issues in Alaska. The task item is to provide flexibility to address air quality issues as they arise. The air program wants the ability to deliver

messages to assist citizens as needed.

For this project, the contractor shall assist with the development of materials to educate the public on air quality. These materials may include information booklets/pamphlets, web page design or content, radio spots, television ads, social media and/or information sheets suitable for use by a wide variety of audiences. One of the first known projects under Statewide Air Quality Issues will be to assist in developing a campaign for the Mat -Su Borough to begin education efforts to hopefully avoid becoming a nonattainment area.

# SECTION SIX
# PROPOSAL FORMAT AND CONTENT

## 6.01 Proposal Format and Content

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

Include a title page showing the name of the Project, the RFP number, and the date of the proposal. Proposals must contain a Table of Contents and all pages must be consecutively numbered. Please keep the proposals to the point. Excessively large proposals will not score higher than lean proposals.

Font will be Arial, 12 point.

Proposals must address all items in the order reflected below. Proposals not meeting these criteria may be considered non-responsive.

1. Title Page
2. Table of Contents
3. Introduction (maximum 2 pages)
4. Management Plan for the Project (maximum 7 pages)
5. Experience and Qualifications (including examples and descriptions required under Section 2.06)
6. Resumes
7. Attachments
8. Work sample (in a separate binder)
9. Cost Proposal (sealed separately from the rest of the proposal and must be clearly identified)

## 6.02 Introduction

- Proposals must include the complete name and address of Offeror's firm and the name, mailing address, and telephone number of the person the State should contact regarding the proposal.
- Proposals must be signed by a company officer empowered to legally bind the company.
- Proposals must include a statement by the offeror that they meet the prior experience requirements as listed in Section 2.06
- Proposals must confirm that the firm will comply with all of the provisions in this RFP, provide notice if the firm qualifies as an Alaskan bidder, Alaskan offeror, or Alaskan Veteran, and that proposals will remain open and valid for at least 90-days from the RFP due date.

## 6.03 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 objectives and tasks set forth herein. The narrative must include:

- how the offeror will manage the contract and the points of contact;
- how the project manager will be kept abreast of on-going work;
- how the offeror will ensure a timely product;
- details of fiscal tracking and billing;
- any conditions, limitations, or reservations intended to be placed on usage of raw or finished advertising materials;
- how updating previously produced advertisements will be handled;
- additional benefits or value the offeror proposes to provide to the DEC (i.e. free courier service, guarantees for not billing over 60 days old, etc.).

## 6.04 Experience and Qualifications

**Staff and Personnel**

Provide a narrative statement and personnel roster that identifies each staff member who will actually work on the contract and fits the minimum work experience requirements, as outlined in Attachment 4. Offerors must submit a resume of each of the staff listed in the personnel roster. Marketing resumes often include non-relevant information which may detract from the evaluation of proposal. Lists of projects are not useful. Focus on individual's specific duties and responsibilities and how project experience is relevant to the proposed contract. Identify the length of time each individual has been with the present company, total years of experience, and percentage of time each individual will be available for this contract work. If a member of the staff listed on the roster should need to be replaced during the contract time period, the person must meet the same minimum qualifications and billable cost per hour prior, as set forth in the personnel roster. In addition, approval must be given by DEC prior to any changes in the personnel roster.

The narrative statement should include:

- *Experience and Qualifications of the Account Manager* – The proposer must identify who will be working directly with the DEC project manager. Resume must be included in an appendix referencing the individual's qualifications and experience in managing similar projects. List relevant projects worked on, dates showing length of time spent on each project, and the specific duties and responsibilities for each project. List at least three references (contact persons and telephone numbers) for the project/account manager.

- *Experience and Qualifications of Key Project Personnel* – The proposer must identify the key individuals and their responsibilities who will be assigned to the proposed contract. Include resumes as appendices that list relevant projects worked on, dates showing length of time spent on each project and the specific duties and responsibilities for each project.

## 6.05 Pricing

The proposed price shall be an hourly rate for actual services rendered. Actual services rendered includes actual time spent in preparation and performance of the scope of work and deliverables in the contract. The rate shall be a fully burdened rate, and must include all costs associated with the contractor's operations, including the provision of all services and materials as needed to perform and meet the requirements herein including, but not limited to, wages, administrative overhead, travel, transportation, lodging, design services,

and all other costs associated with the performance of the contract. That rate may not fluctuate for the period of this contract unless otherwise agreed to in writing by both parties and executed as an amendment to the contract. No other costs will be considered for payment.

# SECTION SEVEN
# EVALUATION CRITERIA AND CONTRACTOR SELECTION

## 7.01 Evaluation Criteria

**Evaluation Categories and Weights**
The table below indicates the total number of points assigned to each area of the RFP proposal evaluation.

| Evaluation Categories: | |
|---|---|
| Technical Proposal | 60 Points |
| Cost Proposal (Total cost) | 40 Points |
| TOTAL: | 100 Points |

The technical proposal will be evaluated based upon the following categories:
**Management Plan for the Project 30 Points**
**Experience and Qualifications 30 Points**

The cost proposal will be evaluated based upon the following:
**Cost Proposal 40 Points**

**Technical Proposal Normalization**
The scores for the technical proposal portion of the evaluation will be normalized as follows: The technical proposal with the highest overall total score will receive a score of 60. All other responsive technical proposals will be assigned a portion of the maximum score using the following formula:
60 X the overall technical score of the technical proposal being evaluated/ the overall technical score of the technical proposal with the highest overall technical score

**Cost Proposal Normalization**
The scores for the cost proposal portion of the evaluation will be normalized as follows: The offeror's cost proposal with the lowest Total Cost Proposal will receive 40 points. All other responsive cost proposals will be assigned a portion of the maximum score using the following formula:
The lowest Total Cost Proposal amount shall be multiplied by 40 then divided into the next lowest Total Cost Proposal to determine the points awarded. (Example: [Offeror 1: Total Cost Proposal of $6,000.00] [Offeror 2: Total Cost Proposal of $6,800.00] [Offeror 1 receives 40 points] [Offeror 2: $6,000.00 X 40 / $6,800.00 points = 35.29 points])

**Formula Used to Convert Cost to Points**

$$\frac{[(\text{Price of Lowest Cost Proposal}) \times 40]}{(\text{Price of Next Lowest Cost Proposal})} = \text{POINTS}$$

## 7.02 Contract Award

The offeror with the best overall combined score based on the technical and cost proposal evaluation scores will be considered the apparent winning offeror. DEC will issue the Notice of Award to all bidders identifying the winning bidder and allow for protest rights in accordance with subsection 2.18 Protest. Once the protest period is over, DEC will issue the contract resulting from this RFP

# SECTION EIGHT
# ATTACHMENTS

Valid Alaska Business License Proof
General Provisions
Appendix B1 – Indemnity and Insurance
Cost Proposal Form
This is the cost proposal form that must be used in response to the cost section of the RFP. Modifications to the form will not be allowed.
Proposal Checklist
Federal Debarment Certification Form
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities.

# Attachment 1
## VALID ALASKA BUSINESS LICENSE PROOF

In order to establish bidder/proposer responsibility and award of a contract, the respondent must submit evidence of a valid Alaska Business License for the prime contractor, all subcontractors and if a joint venture, all parties to the joint venture.

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

(1) Copy of the Alaska Business License.

(2) Certification below that the bidder/proposer has a valid Alaska Business License.

(3) A canceled check for the Alaska Business License fee.

(4) A copy of the Alaska Business License application with a receipt stamp from the State's business license office.

(5) A sworn notarized affidavit that the bidder/proposer has applied and paid for the Alaska Business License.

(6) Other form of evidence acceptable to the Department of Law.

Does your business possess a valid Alaska Business License?

[ ] Yes [ ] No

_____
(Person) Company Submitting Bid

_____
Authorized Signature

_____
Printed Name

_____
Date

_____ (or) attach one of the acceptable
Alaska Business License Number forms of evidence.

# Attachment 2

## 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.

Revised 4-14

# Attachment 3
## APPENDIX B[1]
## INDEMNITY AND INSURANCE

### Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

### Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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

**2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of $300,000. combined single limit per claim.

**2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of $300,000. combined single limit per claim.

# Attachment 4

## COST PROPOSAL

| TITLE & EXPERIENCE | NAME* | COST PER HOUR |
|---|---|---|
| Project Manager – minimum 5-8 Years Experience | | $_____ __/hr |
| Media Buyer – minimum 5 Years Experience | | $_____ __/hr |
| Graphic Artist – minimum 5 Years Experience | | $_____ __/hr |
| *Editor-Audio/Video* ** – minimum 5 Years Experience | | $_____ __/hr |
| **TOTAL COST** | | $_____ __/hr |

*All individuals named in the cost proposal must be committed to the DEC project at the $/hour identified. Any substitutions must be in writing, with supporting information that proves the minimum experience requirement is met.

**Note if you will be using one or two editors (audio and/or visual), use the most expensive one in the cost proposal.

# Attachment 5

## Proposal Checklist

This checklist is an integral part of this RFP and the related proposal. The checklist MUST be included with the proposal. Signature on the checklist indicates that you have read the requirements stipulated by this RFP, and that the required information is submitted with your proposal. This list is not all-inclusive. Signature of a binding officer of the proposing firm must sign the checklist. This signature will serve as the official signature of the proposal.

**Pre-Proposal Activities:**

- ☐ Register with Procurement Officer
- ☐ Request Disability Assistance (if needed) at least 10 days prior to proposal deadline
- ☐ Submit Written Questions in writing to Procurement Officer (by March 30, 2015)

- ☐ Offerors must submit 1 original and 3 copies of its written proposal, 1 copy of a work sample from the editor and list all technology and formats the editor is proficient in, and 1 electronic version in a sealed envelope to the procurement officer. The electronic version will be provided on a CD, and be an unprotected Microsoft Word document. In a separate sealed envelope, Offerors must submit 1 original cost proposal. (Section 1.01 and 6.02)
- ☐ Contact Information (see 6.02)
- ☐ Subcontractor Information <if applicable> (Section 1.15)
- ☐ Offeror's Certification (Section 1.17)
- ☐ Conflict of Interest Disclosure (Section 1.18)
- ☐ Statement that Proposal is Valid for Ninety Days from Proposal Due Date (Section 2.01)
- ☐ Authorized signature (Section 2.01)
- ☐ Vendor Tax ID proof OR Vendor Tax ID number (Section 2.07)
- ☐ Federal Debarment Certification Form (Section 2.12) Attachment 6
- ☐ Review & Agree to Standard Contract Provisions (Section 3.03) Attachment 2)
- ☐ Valid Business License Proof (Section 2.09) Attachment 1
- ☐ Affidavit of offeror's qualification for the MBE/WBE Preference (Section 2.11)
- ☐ Review Insurance Requirements (Section 3.05) Attachment 3

- ☐ Title Page
- ☐ Table of Contents
- ☐ Introduction (maximum 2 pages)
- ☐ Management Plan for the Project (maximum 7 pages)
- ☐ Firm's Experience & Qualifications (include examples & descriptions required under Sections. 2.06 & 6.04)
- ☐ Resumes
- ☐ Attachments
- ☐ Work sample

**(Separate envelope addressed to the Procurement Officer)**

- ☐ Title Page
- ☐ Cost Proposal Form, Attachment 4

**RFP# 2016-1800-2910**
**Title: Air Quality Public Relations and Education**
**Proposal Due Date: April 21, 2015 at 3:00 PM (Alaska Time)**

| | |
|---|---|
| **Company Name** | **Printed Name of Binding Official** |
| **Signature of Binding Official** | **Date** |

# Attachment 6

**Department of Environmental Conservation**
**Federal Debarment Certification Form**

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

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 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

## Federal Debarment Certification Form Instructions

**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.