



STATE OF ALASKA
Department of Commerce, Community, and Economic Development
Division of Economic Development
550 West 7th Avenue, Suite 1770
Anchorage, Alaska 99501

Request For Proposals
RFP Number: 2015-0800-2895
Date of Issue: January 12, 2015

RFP Title: Tourism Marketing and Advertising Services

Offerors Are Not Required To Return This Form.

Important Notice: You must register, via email, with the procurement officer listed in this document to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer. This registration is in addition to registering for the Pre Proposal Conference.

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Division of Administrative Services
Department of Commerce, Community, and Economic Development
PO Box 110803
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333 Willoughby Avenue
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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Offerors must submit one (1) original proposal and three (3) copies of the proposal to the procurement officer in a sealed envelope. The cost proposal must be included ONLY in the proposal marked "Original." The sealed proposal package must be addressed as follows:

Department of **Commerce, Community, and Economic Development**
Division of **Administrative Services**
Attention: Gina Chalcraft
Request for Proposal (RFP) Number: 2015-0800-2895
Tourism Marketing and Advertising Services
9th Floor, State Office Building
333 Willoughby Avenue
Juneau, AK 99801

Or

PO Box 110803
Juneau, AK 99811-0803

Proposals must be received no later than 2:00 P.M., Alaska Time on Tuesday February 10, 2015. Faxed/Electronic or Oral proposals are not acceptable.

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.

PROCUREMENT OFFICER: Gina Chalcraft – FAX **907-465-5441-TDD/Alaska Relay: 711**

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 Contract Term and Work Schedule

The contract term and work 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 opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The initial term of the contract will be from the date of award, approximately **July 1, 2015** for five (5) years through June 30, 2020. There are no renewal options.

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

The **approximate** contract schedule is as follows:

- Issue RFP: January 12, 2015
- Pre Proposal Conference: January 26, 2015
- Written Comments Due: January 27, 2015

- Deadline for Receipt of Proposals: February 10, 2015
- Proposal Evaluation Committee completes Filter 1 evaluation by: February 20, 2015
- The Week of Oral Presentations: February 23, 2015
- Proposal Evaluation Committee completes Filter 2 evaluation by: February 27, 2015
- State of Alaska issues Notice of Intent to Award a Contract: March 2, 2015
- State of Alaska issues contract: July 1, 2015

If the RFP deadline is extended the Entire Schedule extends, at a minimum, the same number of days.

1.03 Purpose of the RFP

The Department of Commerce, Community and Economic Development (DCCED) is seeking a contractor to develop and implement an annual marketing plan designed to promote Alaska as a visitor destination with the goal of increasing travel to Alaska.

1.04 Budget

DCCED estimates a budget not to exceed \$75,000,000.00 for this contract. Proposals priced at more than \$75,000,000.00 will be considered non-responsive.

1.05 Location of Work

The location(s) the work is to be performed, completed and managed are at the Contractor's location, as well as work locations the Contractor determines necessary to complete the scope of work.

The state **WILL NOT** provide workspace for the contractor. The contractor must provide its own workspace.

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

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

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

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

1.06 Human Trafficking

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

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

Failure to comply with this requirement will cause the state 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 ten 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 ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the time set for opening.

1.09 Questions Received Prior to Opening of Proposals

Offerors may email inquiries or questions concerning this RFP to obtain clarification of requirements. Inquiries or questions are due by 4:30 p.m., Alaska Time, January 27, 2015. Email inquiries/questions must be sent to Gina Chalcroft @ gina.chalcroft@alaska.gov with the subject line: "RFP 2015-0800-2895". Questions will be answered and posted to the online public notice system and emailed to registered offerors. No phone calls please.

Offerors (including subcontractors, employees, consultants or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to Gina Chalcroft. Offerors may not contact any state employee or state agency other than the procurement officer regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are ground for suspension and/or exclusion from specific procurements.

1.10 Amendments

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

1.11 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.

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 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.

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.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

1.15 Subcontractors

Subcontractors will be allowed. To ensure transparency, proposed subcontractors may not hold another contract with DCCED's tourism marketing program.

1.16 Joint Ventures

Joint ventures will not be allowed.

1.17 Offeror's Certification

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

- (a) the laws of the State of Alaska;
- (b) the applicable portion of the Federal Civil Rights Act of 1964;
- (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- (e) all terms and conditions set out in this RFP;
- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for at least 90 days; and
- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

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 **Commerce, Community, and Economic Development** reserves the right to **consider a proposal non-responsive and reject it or** cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

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

Any dispute arising out of this agreement will be resolved under the laws of the State of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for the State of Alaska.

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 opening date.

2.02 Pre-proposal Conference

A pre-proposal conference will be held on Monday January 26, 2015 at 10:00 a.m. Alaska Time, simultaneously in the 17th floor conference room at the Atwood Building (**550 W. 7th Avenue, Suite 1700** Anchorage) and in Conference Room C on the 9th floor of the State Office Building (333 Willoughby Avenue) in Juneau. Offeror's can also access the conference by teleconference by making arrangements with the procurement officer prior to the conference. The purpose of the conference is to discuss the work to be performed with the prospective Offeror's and allow them to ask questions concerning the RFP. Attendance at the pre-proposal conference is not mandatory, but all interested Offeror's are encouraged to attend in order to facilitate better preparation of their proposals. Attendance may also facilitate the proposers understanding of the RFP Requirements.

Offeror's with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

To attend the pre-proposal conference either in person or via teleconference Offeror's **must register** with the procurement manager identified in Section 1.01. This registration is in addition to registering for the RFP.

2.03 Site Inspection

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

2.04 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.

2.05 Supplemental Terms and Conditions

Proposals must comply with Section 1.11 **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.

2.06 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.

2.07 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.

2.08 Prior Experience

In order to be considered responsive, offerors must meet the following minimum prior experience requirements:

- Have been in business offering advertising and marketing services for a minimum of three years;
- Three years of experience with at least one similarly sized client contract of \$5M or more per year.

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.

2.09 Evaluation of Proposals

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section SEVEN of this RFP.

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.

2.10 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.

2.11 F.O.B. Point

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

2.12 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.

2.13 Application of Preferences

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the Department of Administration, Division of General Service's web site:

<http://doa.alaska.gov/dgs/policy.html>

Alaska Products Preference - AS 36.30.332

Recycled Products Preference - AS 36.30.337

Local Agriculture and Fisheries Products Preference - AS 36.15.050

Employment Program Preference - AS 36.30.321(b)

Alaskans with Disabilities Preference - AS 36.30.321(d)

Alaska Veteran's Preference - AS 36.30.321(f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation 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.

2.14 5 Percent Alaska Bidder Preference AS 36.30.321(a), AS 36.30.990[25], & 2 AAC 12.260

An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who:

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

Alaska Bidder Preference Affidavit

In order to receive the Alaska Bidder Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Bidder Preference.

If the offeror is a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner and include a statement certifying that all members or partners are residents of the state. If the offeror is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

2.15 5 Percent Alaska Veteran Preference AS 36.30.321(f)

An Alaska Veteran Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who qualifies under AS 36.30.990[25] as an Alaska bidder and is a:

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

Alaska Veteran Preference Affidavit

In order to receive the Alaska Veteran Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

2.16 Formula Used to Convert Cost to Points AS 36.30.250 & 2 AAC 12.260

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 through the method set out below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular RFP. See section SEVEN to determine the value, or weight of cost for this RFP.

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

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

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

[STEP 2]

Convert cost to points using this formula.

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

The RFP allotted 40% (40 points) of the total of 100 points for cost.

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.

$$\begin{array}{l} \$40,000 \\ \text{Lowest} \\ \text{Cost} \end{array} \times \begin{array}{l} 40 \\ \text{Max} \\ \text{Points} \end{array} = 1,600,000 \div \begin{array}{l} \$42,750 \\ \text{Offeror \#2} \\ \text{Adjusted By} \\ \text{The Application Of} \\ \text{All Applicable} \\ \text{Preferences} \end{array} = \begin{array}{l} 37.4 \\ \text{Points} \end{array}$$

Offeror #3 receives 33.7 points.

$$\begin{array}{l} \$40,000 \\ \text{Lowest} \\ \text{Cost} \end{array} \times \begin{array}{l} 40 \\ \text{Max} \\ \text{Points} \end{array} = 1,600,000 \div \begin{array}{l} \$47,500 \\ \text{Offeror \#3} \\ \text{Adjusted By} \\ \text{The Application Of} \\ \text{All Applicable} \\ \text{Preferences} \end{array} = \begin{array}{l} 33.7 \\ \text{Points} \end{array}$$

**2.17 Alaska Offeror Preference
AS 36.30.321 & 2 AAC 12.260**

2 AAC 12.260(e) provides Alaska offerors a 10 percent overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990[25], are eligible for the preference. Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

EXAMPLE

Alaska Offeror Preference

[STEP 1]

Determine the number of points available to Alaskan offerors under the preference.

Total number of points available - 100 Points

$$\begin{array}{l} 100 \\ \text{Total Points} \\ \text{Available} \end{array} \times \begin{array}{l} 10\% \\ \text{Alaskan Offerors} \\ \text{Percentage Preference} \end{array} = \begin{array}{l} 10 \\ \text{Number of Points} \\ \text{Given to Alaskan Offerors} \\ \text{Under the Preference} \end{array}$$

[STEP 2]

Add the preference points to the Alaskan offers. There are three offerors: Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 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. Their scores at this point are:

Offeror #1 - 89 points

Offeror #2 - 80 points

Offeror #3 - 88 points

Offeror #2 and Offeror #3 each receive 10 additional points. The final scores for all of the offers are:

*Offeror #1 - **89 points***

*Offeror #2 - **90 points***

*Offeror #3 - **98 points***

Offeror #3 is awarded the contract.

2.18 Contract Negotiation

2 AAC 12.315 CONTRACT NEGOTIATIONS 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 Juneau, Alaska.

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

2.19 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.

2.20 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.

2.21 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:

- 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

Any contract resulting from this RFP will be a fixed price contract. Fees for personnel will be fixed. The State doesn't allow a markup on any "pass-through" costs including placement of media.

3.02 Contract Approval

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

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 (Appendix A/Attachment 8). 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 addressed in writing by January 27, 2015 to the procurement manager only. Requests to materially alter Appendix A after the due date of proposals will not be entertained.**

3.04 Proposal as a Part of the Contract

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

3.05 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.

3.06 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 B2, (Attachment 9), 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 B2 must be addressed in writing by January 27, 2015 to the procurement manager only. Requests to materially alter Appendix B2 after the due date of proposals will not be entertained.**

3.07 Contract Funding

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

3.08 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.

3.09 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of **Commerce Community and Economic Development** 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.

3.10 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.

3.11 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. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

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 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.

3.13 Termination for Default

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

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

3.14 Contract Changes - Unanticipated Amendments

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

The contractor will not commence additional work until the project director has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the

3.15 Contract Invalidation

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

3.16 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).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

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

The 2014 Alaska Legislature passed SB 194 which created the Alaska Tourism Marketing Board (ATMB). The ATMB will conduct the board's first meeting in January 2015. DCCED and the Tourism Marketing Manager (Project Manager) will work in partnership with the ATMB on destination tourism marketing activities to maximize public and private sector investment in tourism marketing of Alaska and highlight all regions of the state. DCCED anticipates leveraging the FY2105 appropriation of \$15.2 million into a \$17.9 million FY2015 destination tourism marketing campaign through industry investment.

Since FY2012, DCCED has worked with the Alaska Travel Industry Association (ATIA) to engage with businesses, destinations and other stakeholders that rely on tourism. Engagement included collaboration with other DCCED contractors, program staff and other marketing programs including the Alaska Seafood Marketing Institute, Alaska Railroad, Alaska Marine Highway System, Ted Stevens International Airport, Alaska State Parks, Alaska Film Office, Alaska Grown program and Alaskan arts and culture groups to receive feedback to assist the Project Manager in implementing the overall tourism marketing program.

Advertising strategies:

1. Increase interest in Alaska as a travel destination and inspire a desire to visit;
2. Strengthen brand identity and top-of mind awareness;
3. Conduct a multi-pronged marketing campaign aimed at the highest potential visitors;
4. Generate marketing leads and requests for trip-planning information;
5. Select cost-effective media that supports the overall goal of attracting a diverse mix of visitors and travel types;
6. Encourage residents, and their visiting friends and relatives to travel throughout Alaska by providing travel-planning information within the state;
7. Continue cooperative marketing efforts that increase marketing dollars as well as pursue joint ventures and/or partnerships with tourism organizations;
8. Establish monitoring mechanisms to measure marketing program effectiveness and efficiency and track trends with high potential prospects and actual visitors;
9. Provide tools and information to Alaska businesses to enhance individual marketing efforts; and
10. Drive traffic to www.TravelAlaska.com, the state's official tourism website.

Alaska's Primary Target Market:

- 45-65 years old
- Affluent
- Married
- College educated
- Frequent travelers

Alaska's Niche Markets:

- Adventure travelers
- Highway travelers

Additional information about DCCED is available on the department's website:
<http://commerce.state.ak.us/dnn/ded/Home.aspx>

SECTION FIVE

SCOPE OF WORK

5.01 Scope of Work

DCCED is seeking a contractor to develop and implement an annual marketing plan designed to promote Alaska as a visitor destination with the goal of increasing travel to Alaska.

The successful contractor is responsible for designing an annual marketing plan and budget and carrying out the tasks necessary to implement the approved plan in a cost effective and efficient manner. The Project Manager will approve the plan, budget and any changes to the kick off. The annual marketing plan may include some or all of the following elements based on program goals:

Media Advertising

Image advertising, direct response campaigns and cooperative campaigns are placed in national media each year to include television, magazine, direct mail and digital. The contractor will create the media plan with a focus media mix, travel types, expected responses and overall effectiveness within the annual budget. Once the plan is approved by the Project Manager, the agency will negotiate rates, produce all advertising materials and direct mail packages, determine criteria for list segmentation, secure national direct mail lists, oversee direct mail printing and production, coordinate mailing through the Project Manager, and deliver ads in advance of media deadlines. Ongoing tracking of campaign results is required to show progress against goals.

Social Media and Content Marketing

State of Alaska maintains multiple social media channels including YouTube, Twitter, Facebook, Pinterest and Instagram. The contractor is responsible for overseeing efforts on YouTube and will coordinate with the Project Manager and other state contractors on social media promotions conducted on Twitter, Facebook, Pinterest and Instagram. This may include providing artwork, managing contests and securing giveaway items based on the approved plan.

YouTube <http://www.youtube.com/alaskatia>

Twitter <https://twitter.com/alaskatravlnews>

Facebook <http://facebook.com/alaskatravelnews>

Pinterest <https://www.pinterest.com/visitalaska>

Instagram@TravelAlaska

Partnership Marketing and Joint Ventures

Alaska partners with various groups to jointly market travel to Alaska. Two primary partnerships currently exist. Alaska and the Government of Yukon partner on a Joint Alaska/Yukon campaign to encourage consumers to take a drive vacation to the Yukon and Alaska. Cooperative magazine ads and online ads are placed and travel trade co-promotions are conducted.

In addition, Alaska partners with the governments of British Columbia, Alberta and the Yukon on the North to Alaska program. This effort is focused on encouraging U.S. consumers to drive through western Canada and into Alaska and includes direct mail campaigns, advertorials, social media efforts (www.facebook.com/TravelNorthtoAlaska), magazine/online/newsletter advertising, production of a North to Alaska brochure and highway map and participation in RV travel shows. The current North to Alaska brochure (www.northtoalaska.com/free=guide.aspx) is 50-pages and a total of 110,000 are printed.

Alaska currently participates in limited-scope joint ventures with Icelandair and the Milepost that require providing art files and limited coordination.

Online Presence

Online advertising efforts currently include online display and rich media ads, email marketing, text ads, sponsored listings, online video and other efforts that drive potential visitors to the State of Alaska's consumer website (www.TravelAlaska.com) and other state-owned websites. The contractor will be responsible for campaign planning, media negotiation, production of creative, media placement, and tracking of program results.

Collateral Materials

The State of Alaska produces an Official State Vacation Planner (which can be viewed at www.travelalaska.com/planners/planner.aspx) each year that includes trip-planning information to help consumers finalize their decision to visit Alaska and start booking transportation, accommodations and activities. The Vacation Planner includes advertisements sold by separate state contractor. Advertising contracts and individual ads will be provided to the contractor for inclusion in the publication. The current Vacation Planner is 104-pages and a total of 500,000 are printed.

A secondary "lure" brochure is also produced and is designed for consumers that have not made the decision to travel to Alaska. No advertising is included in this publication and the content addresses transportation options, trip length, seasonal travel, cost and travel experiences available within Alaska. This brochure is 40-pages and a total of 325,000 are printed.

The contractor is responsible for printing collateral materials including selecting the printer(s), overseeing press checks and arranging for shipment of printed brochures to the state's fulfillment contractor responsible for distribution therefore the cost of mailing individual brochures to potential visitors is not included in this contract.

Other collateral materials may include flyers, posters, table top decorations, and specialty giveaway items.

Photography, Film/Video Production and PowerPoint/Prezi presentations

The contractor is responsible for maintaining the library of state-owned photography, film and video. Additional photography, film and video will be added to the library from time to time so fresh images of Alaska, representing all regions of the state, are incorporated into marketing efforts. The contractor is responsible for securing professional photographers and location(s), preparing shot lists, editing/selecting shots for Program Manager's approval, negotiating comprehensive usage rights that advantage the State of Alaska and other related tasks.

Consumer Travel Shows

Alaska attends approximately seven U.S. consumer shows each year in key markets such as Arizona, Florida, California, Illinois, Massachusetts and Pennsylvania. Typically a single booth space is secured at these shows. The contractor will be responsible for show registration, securing booth space and booth furnishings, coordination of badges for all attendees, attending these shows, managing and staffing the Alaska booth, coordinating with booth share participants, distributing materials at the show and preparing post-show reports.

Travel Trade

Alaska attends approximately nine U.S. travel trade shows. FY2014 shows included Virtuoso, IMEX America, American Bus Association, U.S. Tour Operator Association, National Tour Association, Go West Summit, Cruise Shipping Miami, Adventure Travel Trade Summit and Cruise3Sixty. A 32-page "Meet Alaska" directory is produced and 1,000 copies are printed and distributed at the shows. The guide is also included on 1,500 jump drives secured in presentation folders. Another state contractor

solicits industry participation and will provide art files and copy to the Project Manager for inclusion in the "Meet Alaska" directory.

The marketing campaign contractor will not attend travel trade shows, but will be responsible for show registration, securing sponsorships, booth space, booth design, furniture and badges through the show organizers at the direction of the Project Manager. Sponsorship packages will require additional coordination and preparation of presentations, coordination food/beverage, video production, shipping booth/table decorations, printing materials to include flyers, the "Meet Alaska" directory and the jump drives/folders. Based on themes/activities planned at the shows, the contractor may need to secure special permits.

International

The State of Alaska has tourism representation offices in Australia, Germany, Japan, Korea, and United Kingdom through contracts with international firms. In addition, the Governor's Office maintains economic development representatives in China and Taiwan. The contractor occasionally works with these contractors to provide creative materials for use at international shows and sales missions. This may include procuring/shipping specialty giveaway items to shows, designing/printing/shipping flyers, assisting with booth production/design, sending videos, photography and artwork to overseas contractors so they can complete production projects.

Other work may include coordination of activities in developing markets where no contractors exist. Recently, these activities included India and Mexico. Activities have included registration for travel shows and sales calls, preparation of materials for distribution and coordination/escorting of familiarization (FAM) tours in Alaska for travel trade representatives from various developing markets.

Instate Marketing

Limited instate marketing campaigns are produced and placed on Alaska television and radio to encourage Alaska residents to travel within Alaska and invite their friends and relatives to visit the state. State Vacation Planners are also distributed through outlets in Anchorage, Ketchikan, Fairbanks, Juneau and Tok. The contractor is responsible for creating the instate marketing plan, negotiating media placement cost, creating and sending ads in advance of media deadline and securing distribution outlets and shipping materials.

Market Research

Measuring the impact of advertising and marketing efforts is important to ensure the state receives the greatest return on media investments. Research results will also be used to drive future advertising decisions. The contractor is responsible for recommending research project(s) and overseeing implementation. The contract will assist other state research contractors by providing advertising cost and response information along with creative artwork so advertising efforts can be analyzed. In the past these studies have included Advertising Effectiveness Studies, Advertising Conversion Studies and Focus Groups.

Special Opportunities

Throughout the year, special opportunities arise and the contractor will evaluate these opportunities and provide recommendations to the Project Manager based on perceived value and cost.

Program Administration/Analysis and Meetings

The State of Alaska meets regularly with tourism industry representatives through the Alaska Tourism Marketing Board and other industry meetings such as the Alaska Travel Industry Association annual tourism conference. The contractor is required to attend up to fifteen meetings per year in Alaska and occasionally in Canada as directed by the Project Manager to present information on the advertising program including annual budget versus expenditure updates.

5.02 Deliverables

Media Advertising

- Create an annual marketing plan
- Analyze media options and make recommendations for approval
- Negotiate media rates to ensure best possible price
- Create/produce advertising materials
- Code advertising materials response tracking and submit weekly report showing results by code
- Verify advertising placement and audience delivery
- Create post-analysis reports

Social Media and Content Marketing

- Create an annual social media plan
- Create and produce social media content/artwork
- Track metrics (size of fan base, reach, likes, shares, clicks, views, demographics, etc.)
- Submit monthly report by metric

Partnership Marketing and Joint Ventures

- Create an annual joint Alaska-Yukon marketing plan
- Create an annual North to Alaska marketing plan
- Negotiate media rates to ensure best possible price
- Create/produce advertising materials
- Code advertising materials response tracking and submit weekly report showing results by code
- Verify advertising placement and audience delivery
- Analyze potential partnerships or joint ventures and provide recommendations to the Project Manager
- Plan, design and produce collateral materials (may include printed brochures, maps, posters, displays, decorations, specialty giveaway items, etc.)
- Create/oversee social media content and promotions

Online

- Create annual online advertising plan
- Negotiate media rates to ensure best possible price
- Create/produce advertising materials
- Drive potential visitors to the State of Alaska's consumer websites
- Track and report metrics
- Verify advertising placement and audience delivery

Collateral Materials

- Plan, design and produce collateral materials (may include printed brochures, maps, posters, displays, decorations, specialty giveaway items, etc.)
- Secure printing and shipping bids to ensure quality product at best possible price
- Coordinate delivery of printed collateral materials to appropriate storage facilities

Photography, Film/Video Production and PowerPoint/Prezi presentations

- Create cost effective film, video and photography projects
- Develop shot lists
- Secure advantageous usage rights agreement on behalf of the State of Alaska
- Catalogue and maintain digital image files and libraries
- Provide digital images, video footage and other creative materials to the Project Manager for use by approved entities as requested
- Edit and produce TV ads and video projects

Consumer Travel Shows

- Analyze consumer shows and make recommendations

- Secure representation at consumer shows
- Complete show registration forms and secure booth space, furniture and sponsorships
- Produce signage
- Ship materials to shows
- Prepare post-show reports

Travel Trade

- Analyze travel trade shows and make recommendations
- Negotiate sponsorship packages
- Produce custom booth designs, videos and presentations
- Produce “Meet Alaska” printed directory and jump drives/folders
- Produce signage and profile sheets
- Ship materials to shows
- Complete show registration forms to secure booth space, furnishings and sponsorships

International

- Produce promotional materials and booth design/production for international travel shows
- Distribute film/video/photography to overseas contractors
- Plan, escort and coordinate logistics for developing market familiarization trips taking place in Alaska
- Complete show registration forms to secure booth space, furnishings, sponsorships, etc.

Instate Marketing

- Create annual instate marketing campaign and promotions
- Negotiate media rates to ensure best possible price
- Create/produce advertising and promotional materials
- Verify advertising placement and audience delivery
- Create post-analysis reports

Market Research

- Analyze advertising research projects/reports and make recommendations
- Conduct one or more advertising research studies
- Provide advertising cost data and art files for use in research projects

Special Opportunities

- Analyze special opportunities and make recommendations
- Coordinate and implement special opportunity projects

Program Administration/Analysis and Meetings

- Provide ongoing tracking and reporting of campaign results against goal
- Evaluate media opportunities and make recommendations
- Create materials, presentations and reports for industry meetings
- Attend up to fifteen meetings each year (in-person and via teleconference)

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.

- (a) The proposals should be presented in the order set forth herein and include all of the information requested. Each section should be numbered and titled with the corresponding number and titled section, with all relevant material included. Each page should be numbered consecutively and supplemental materials should be presented as labeled appendices, each of which is referenced in the text of its respective section.
- (b) In order to facilitate review of these proposals on an equitable basis, no more than 100 pages (12 point type and 8.5" x 11" page size) is preferred for the body of the proposal. In order to provide potential providers the opportunity to include additional information, the number of pages that may be included in the Appendices is not limited.
- (c) The proposal should be prepared without expensive artwork, unusual printing or materials not essential to its utility and clarity. Written proposals should be submitted only in binders (3-hole punched) or stapled to facilitate duplication (if necessary).
- (d) Original Copy. One of the four (4) required number of copies of the proposal should be marked "original" and contain the Cost Schedule and the original signed proposer information and assurance form – Attachment 3.
- (e) Table of Contents. Proposals should have a table of contents. List each section of the proposal with applicable page numbers with a separate section(s) identified for the appendices.
- (f) Page Numbers. Consecutively number all pages.

In particular, the following portions of this RFP must be returned with your response, filled in when applicable and in this order:

- (a) Proposer Information and Assurance. Proposals must be signed by a company officer empowered to bind the company on the Proposer Information and Assurance Form and the Alaska Bidder Preference Affidavit, if applicable. Failure to include notarized signatures on these forms in the proposal may cause the proposal to be determined to be non-responsive and the proposal may be rejected. The signed proposer information and assurance form should be placed at the front of the proposal, in the Introduction section. Include the original copy in the proposal marked "original". Attachment 3.
- (b) Proposals must include the complete name and address of the firm and the name, mailing address, and telephone number of the person Commerce should contact regarding the proposal.
- (c) Proposals must confirm that the firm will comply with all of the provisions in this RFP.
- (d) Any amendments to the RFP that require return and signature.
- (e) Attachment 4 – Certificate of Independent Price Determination.
- (f) Attachment 5 – RFP Cost Schedule – in Original Proposal ONLY.
- (g) Alaska Bidder Preference Affidavit. To receive the Alaskan Bidder Preference, proposals must include an affidavit (Attachment 6) certifying that the proposer is eligible to receive the Alaskan Bidder Preference. If a joint venture, all proposers must qualify. Submission of applicable preference documentation is the offeror's responsibility.

- (h) Proof of Alaska Business License & Other Required Licenses.
- (i) Prior Experience - Provide a detailed discussion, including examples and/or documentation, of how the offeror meets each Prior Experience Requirement.
- (j) Conflict of Interest and Restrictions: Provide a statement that no conflicts of interest exist or state that there were potential conflicts and they were declared in writing to the Department. If the contractor provided prior conflict of interest statements and the Department found no conflict existed, and/or the conflict was not significant and/or the conflict could be mitigated please include a copy of the Department's response.

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 DCCED 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.

6.03 Understanding of the Project

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the scope of work and desired outcomes. Offerors must identify pertinent issues and potential problems related to the contract and how the offeror will address each.

6.04 Management Plan and Methodology

Provide comprehensive narrative statement that describes the management plan you intend to execute for this project. Identify specific tasks and the number of hours needed to accomplish them.

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

6.05 Experience and Qualifications

Detailed information must be included in the proposal which describes the offeror's qualifications, experience and expertise as it relates to the minimum prior experience criteria.

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

Firm Experience

- Offerors must provide a brief description of their firm, its work and number of years providing tourism marketing and advertising services.
- List key partners and subcontractors (if applicable) that may be directly involved in this project and what their role will be; include key staff in the Personnel Experience section.
- Three letters of reference from clients which have similar sizes/types of projects.

References the Division of Economic Development, Tourism Marketing Program are discouraged.

Project Experience

Provide a brief summary of three advertising campaigns completed within the past five years that includes three or more of the activities described in Section 5, Scope of Work.

Include:

- A description of the project scope, budget, key tasks with timelines, and outcomes.
- Graphic examples from the completed project should be included in a project portfolio, which is limited to 5 pages
- The name of the project manager.
- The names of key staff who worked on the project, and their title and role.
- Client's contact information including name, address, and phone number.

Personnel Experience

Provide the following for the key staff:

- Role for this project;
- Resumes – 1 page per individual.

6.06 Cost Proposal

Cost proposals must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, employee fringe benefits, payroll, profit, markups, direct expenses, travel costs, supplies, and overhead and administrative costs. Whatever rates are proposed must be used consistently throughout the proposal.

Hourly rates must be included for the following positions:

- Management Level
- Professional Level
- Paraprofessional Level
- Mid Level
- Administrative Level
- Clerical Level

6.07 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. Filter One: proposals will then be evaluated using Criteria from: Sections 7.01; 7.02; 7.03; 7.05; 7.06 and 7.07. Proposals that pass Filter One will move to Filter Two: Oral Presentations, Section 7.04.

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.

A proposal shall be evaluated to determine whether the offeror responds to the provisions, including goals and financial incentives, established in the request for proposals in order to eliminate and prevent discrimination in state contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, or disability.

6.08 Oral Presentations

Offerors that pass Filter One will be required to present a campaign and a special opportunity before the Procurement Evaluation Committee (PEC). The purpose of this presentation is to give the PEC the opportunity to evaluate the organization and creative ability to meet the Scope of Work. The Offeror will have an opportunity to respond to the questions asked by the Procurement Officer.

The elements of oral presentations include:

1. Eligible Offerors will be invited to present one advertising campaign and one special opportunity idea of their own selection. Be prepared to discuss your recommendation based on the following scenario:

Taking into consideration the advertising strategies and target markets listed under the “Background Section” of the RFP, describe how you would allocate a \$6 million budget to a US consumer advertising campaign designed to generate interest in traveling to Alaska , and explain why various media components were selected and how campaign results would be tracked.

2. In-person Oral Presentations will take place in Anchorage, Alaska;
3. Each offeror will have one hour to present the advertising campaign pitch and all components;
4. A fifteen (15) minute break will follow the first presentation;
5. Offerors will then have thirty (30) minutes to present their special opportunity. Provide one recommendation for a 30-minute, on-stage “special opportunity” presentation during a lunch event with 1,000 U.S. tour operators attending. The presentation has a not-to-exceed budget of \$20,000 and past presentations have included custom videos, Alaska speakers/performers, and Alaska decor.
6. The procurement officer will ask questions regarding the presentation to each offeror presenting. Such questions will be limited to fifteen (15) minutes at the end of the offeror’s final presentation;
7. Oral presentations are a scripted process. Offerors may present, but not ask for feedback during or following the presentation.

SECTION SEVEN

EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

7.01 Understanding of the Project (50 Points)

Proposals will be evaluated against the questions set out below:

- [a] How well has the offeror demonstrated a thorough understanding of the tourism marketing program and its purpose and objectives? (25 Points)
- [b] How well has the offeror identified pertinent issues and potential problems related to the project? (25 Points)

7.02 Methodology and Management Plan (200 Points)

Proposals will be evaluated against the questions set out below:

- [a] Does the offeror explain their philosophical approach to marketing and advertising services and does it logically lead to the goals of this project? (25 Points)
- [b] Has the offeror identified pertinent issues and potential problems? If so, how reasonable are the proposed solutions? (25 Points)
- [c] Has the proposer identified appropriate and adequate means to measure success of its proposed program? (25 Points)
- [d] Does the offeror's proposal and graphic examples demonstrate creativity and innovation? (50 Points)
- [e] Has the offeror identified cost effective ways to supplement or enhance the state's current marketing and advertising activities? (50 Points)
- [f] Does the offeror clearly delineate the accountability for project performance and the organization of the project team? (25 points)

7.03 Experience and Qualifications (200 Points)

Proposals will be evaluated against the questions set out below:

Questions regarding the firm

- [a] Does the firm have a history of providing marketing and advertising services for the state or a local government within Alaska? (50 Points)
- [b] How broad is the firm's experience with the scope of work required by the state? (25 Points)
- [c] Are the examples from previous projects complete and relevant, and do graphics of completed products depict creative, well-designed material? (50 Points)
- [d] According to references provided, was the firm responsive to the client's needs? (25 Points)

Questions regarding the personnel:

- [e] Do the key personnel proposed have experience or background knowledge of Alaska? (25 Points)

- [f] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the scope of work of the project? (25 Points)
- [g] If the offeror has identified subcontractor(s) to complete a portion of the scope of work, how well does the subcontractor meet the evaluation criteria used for the offeror? (0 Points)

7.04 Oral Presentations (200 Points)

Oral Presentations will be evaluated against the questions set out below:

- [a] Was the Offeror's campaign presentation creative and demonstrate an understanding of the State of Alaska's goals for this project? (50 Points)
- [b] Did the Offeror's special opportunity presentation include a recommendation and cost versus benefit analysis? (50 Points)
- [c] Were the Offeror's presentations well thought out and inclusive of the range of activities listed in the scope of work? (100 Points)

7.05 Contract Cost (250 Points)

Twenty-five percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

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 2.15.

7.06 Alaska Offeror Preference (100 Points)

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

SECTION EIGHT ATTACHMENTS

8.01 Attachments

1. Proposal Evaluation Form - Informational
2. RFP Acknowledgement Form – to be emailed to Procurement Officer by: January 27, 2015
3. Proposer Information and Assurance Form – Included in Proposal
4. Certificate of Independent Price Determination – Included in Proposal
5. Cost Schedule – Included in Original Proposal Only
6. Alaska Bidder Preference Affidavit – Included in Proposal if applicable
7. Standard Agreement Form – Informational
8. Appendix A – General Provisions – Informational
9. Appendix B2 - Informational
10. Notice of Intent to Award – Informational
11. Resource Sheet Instructions – In Proposal
12. Checklist - Informational

Attachment One - PROPOSAL EVALUATION FORM

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

Person or Firm Name _____

Name of Proposal Evaluation (PEC) Member _____

Date of Review _____

RFP Number: 2015-0800-2895

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

7.01 Understanding of the Project—50 Points

Proposals will be evaluated against the questions set out below.

[a] How well has the offeror demonstrated a thorough understanding of the tourism marketing program and its purpose and objectives? (25 Points)

EVALUATOR'S NOTES _____

[b] How well has the offeror identified pertinent issues and potential problems related to the project? (25 Points)

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.01 _____

7.02 Methodology and Management Plan — 200 Points

Proposals will be evaluated against the questions set out below.

[a] Does the offeror explain their philosophical approach to marketing and advertising services and does it logically lead to the goals of this project? (25 Points)

EVALUATOR'S NOTES _____

[b] Has the offeror identified pertinent issues and potential problems? If so, how reasonable are the proposed solutions? (25 Points)

EVALUATOR'S NOTES _____

[c] Has the proposer identified appropriate and adequate means to measure success of its proposed program? (25 Points)

EVALUATOR'S NOTES _____

[d] Does the offeror's proposal and graphic examples demonstrate creativity and innovation? (50 Points)

EVALUATOR'S NOTES _____

[e] Has the offeror identified cost effective ways to supplement or enhance the state's current marketing and advertising activities? (50 Points)

EVALUATOR'S NOTES _____

[f] Does the offeror clearly delineate the accountability for project performance and the organization of the project team? (25 points)

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.02 _____

7.03 Experience and Qualifications—200 Points

Proposals will be evaluated against the questions set out below.
Questions regarding the firm

[a] Does the firm have a history of providing marketing and advertising services for the state or a local government within Alaska? (50 Points)

EVALUATOR'S NOTES _____

[b] How broad is the firm's experience with the scope of work required by the state? (25 Points)

EVALUATOR'S NOTES _____

[c] Are the examples from previous projects complete and relevant, and do graphics of completed products depict creative, well-designed material? (50 Points)

EVALUATOR'S NOTES _____

[d] According to references provided, was the firm responsive to the client's needs? (25 Points)

EVALUATOR'S NOTES _____

Questions regarding the personnel:

[e] Do the key personnel proposed have experience or background knowledge of Alaska? (25 Points)

EVALUATOR'S NOTES _____

[f] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the scope of work of the project? (25 Points)

EVALUATOR'S NOTES _____

[g] If the offeror has identified subcontractor(s) to complete a portion of the scope of work, how well does the subcontractor meet the evaluation criteria used for the offeror? (0 Points)

EVALUATOR'S POINT TOTAL FOR 7.03 _____

EVALUATORS POINT TOTAL FOR 7.01; 7.02 AND 7.03 _____

7.04 Oral Presentations (200 Points)

Oral Presentations will be evaluated against the questions set out below:

[a] Was the Offeror's campaign presentation creative and demonstrate an understanding of the State of Alaska's goals for this project? (50 Points)

EVALUATOR'S NOTES _____

[b] Did the Offeror's special opportunity presentation include a recommendation and cost versus benefit analysis? (50 Points)

EVALUATOR'S NOTES _____

[c] Were the Offeror's presentations well thought out and inclusive of the range of activities listed in the scope of work? (100 Points)?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.04 _____

EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS _____

Attachment 2
RFP RECEIPT ACKNOWLEDGMENT FORM
(Return to **Procurement Officer** by January 27, 2015)
Tourism Marketing and Advertising Services

RFP # 2015-0800-2895

ISSUED: January 12, 2015

I have received the above specified RFP and

.... **DO** INTEND TO RESPOND WITH A PROPOSAL

.... **DO NOT** INTEND TO RESPOND WITH A PROPOSAL

AGENCY / ORGANIZATION / INDIVIDUAL

Agency

Organization

Individual

--	--	--

Address

Phone Number

--	--

Please Sign on the Above Line

Date

Attachment 3
Proposer Information and Assurance Form
REQUEST FOR PROPOSALS

Department of Commerce, Community and Economic Development
Tourism Marketing and Advertising Services

RFP # 2015-0800-2895

Contract Projected to Begin: July 1, 2015

Contract Projected to End: June 30, 2020

Proposer's Name: _____

(1) Proposer's Address: _____

Telephone Number: _____ Fax: _____

(2) Status: For Profit: _____ Non-Profit: _____ Other: _____

(3) Alaska Business License Number: _____

(4) Internal Revenue or Social Security Number: _____

(5) Professional Registration Number (if applicable): _____

(6) Recipient Contact Person: _____

(7) Authorized Representative: _____

(8) **TERMS AND CONDITIONS:** The undersigned Proposer agrees to abide by the Department of Commerce, Community and Economic Development regulations and policies as described by law and delineated in the Request for Proposal (RFP).

(9) The Proposer(s), by execution of the **Proposer Information & Assurance Form**, agree to be bound by the terms of the RFP and proposal for a period of not less than **90** days.

Proposer's Authorized Signature and Title*
(Must be sworn before a notary public)

Date (Month, Day and Year)

Sworn to and subscribed before me this _____ day of _____, 2015.

_____ NOTARY PUBLIC

My commission expires:

*Proposals must be signed by an individual authorized to bind the Proposer to its provisions.

Attachment 5
RFP COST SCHEDULE
RFP # 2015-0800-2895
Tourism Marketing and Advertising Services

Proposers must provide pricing as outlined in the attached Cost Schedule Instructions (Attachment 11) and the attached Excel file RFP Cost Schedule (Attachment 5) or their proposal will be rejected as non-responsive.

The hourly rate specified for each position must include: all profit, overhead, taxes, tips, travel and administrative costs associated with performing the work required under this contract. This includes all accounting, billing, and invoicing costs to be incurred by the contractor.

Whatever rates are proposed must be used consistently throughout the proposal and any resulting contract.

SPECIAL NOTE:

Offeror's cost and pricing information is limited to this cost schedule. Pricing information on any other page(s) of the offeror's proposal may be removed prior to evaluation. To ensure that your proposal is fully considered in the evaluation phase, costs, pricing or budget amounts for this RFP should be included in Attachment 5 only.

Attachment 6

STATE OF ALASKA
Department Of Commerce, Community, And Economic Development
Certificate Of Qualification For Alaska Bidder Preference
AS 36.30.170(b)

**Complete Only One of the
Following:**

RFP # 2015-0800-2895

Invitation to Bid #

Business Name:

Business Address:

I certify under penalty of perjury that the above business qualifies for the Alaska Bidder Preference under the following conditions:

1. Holds a current valid Alaska Business License (a copy must be attached);
2. Submits a bid for goods, services, or construction under the name as appearing on the persons current Alaska Business License;
3. Has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid;
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 or is a partnership, and all partners are residents of the state; and
5. If a joint venture, is composed entirely of ventures that qualify under (1) to (4) of this subsection.

Federal Employer Identification Number (EIN) **OR**
Social Security Number (SSN)

Alaska Business License Number **and**
Expiration Date

Authorized Signature(s)

Printed Name(s)

This Certificate must be included in your bid or proposal to be considered for the preference.

**Attachment 7
STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES**

1. Agency Contract Number	2. DGS Solicitation Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number Tourism Marketing and Advertising Services	7. Alaska Business License Number	

This contract is between the State of Alaska,

8. Department: Commerce, Community and Economic Development (DCCED)	Division: Economic Development (DED)	hereafter the State, and
--	---	--------------------------

9. Contractor	hereafter the Contractor
---------------	--------------------------

Mailing Address	Street or P.O. Box	City	State	ZIP+4
-----------------	--------------------	------	-------	-------

10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.

ARTICLE 2. Performance of Service:
 2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract.
 2.2 Appendix B sets forth the liability and insurance provisions of this contract.
 2.3 Appendix C sets forth the services to be performed by the contractor.

ARTICLE 3. Period of Performance: The period of performance for this contract begins on July 1, 2015 and ends June 30, 2020.

ARTICLE 4. Considerations:
 4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.
 4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:

11. Department of Commerce, Community, and Economic Development	Attention: DED
--	-------------------

Mailing Address	Attention:
-----------------	------------

12. CONTRACTOR		14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.
Name of Firm		
Signature of Authorized Representative	Date	
Typed or Printed Name of Authorized Representative		
Title		

13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division Commerce/DED	Date	Typed or Printed Name Jeanne Mungle	Title Director of Administrative Service
Signature of Division Director			
Typed or Printed Name of Division Director Joe Jacobson		Title Director of Administrative Service	
Title Director		RFP 2015-0800-2895	

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

02-093 (12/29/08)

Attachment 8

APPENDIX A - GENERAL PROVISIONS

Article 1: Definitions

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2: Inspections and Reports

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3: Disputes

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

Article 4: Equal Employment Opportunity

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5: Termination

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6: No Assignment or Delegation

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7: No Additional Work or Material

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8: Independent Contractor

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9: Payment of Taxes

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10: Ownership of Documents

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11: Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12: Conflicting Provisions

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13: Officials Not to Benefit

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14: Covenant Against Contingent Fees

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15: Compliance

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16: Force Majeure

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

Attachment 9
APPENDIX B²
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, nonrenewal, 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 occurrence.

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 occurrence.

2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

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

<p align="center">Attachment 10</p> <p align="center">STATE OF ALASKA</p> <p align="center">DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT</p> <p align="center">NOTICE OF INTENT TO AWARD</p> <p align="center"><i>FOR PROCUREMENTS OVER \$100,000</i></p>	<i>Date Issued</i>
	Authority Number
	2015-0800-2895
<i>Name of Agency and Mailing Address</i>	Name of Procurement Officer
PO Box 110803, Juneau, AK 99811-0803	Gina Chalcroft
Name of Project	
Tourism Marketing and Advertising Services	
<p>This is notice of the State of Alaska's intent to award a contract. The Proposer, identified here as the apparent Successful Proposer, is instructed not to proceed until a signed contract or other written notice of award is received from the State. A firm or person who proceeds prior to receiving a signed contract or other written notice of award does so at his or her own risk.</p>	
<p>A Proposer who wishes to protest this Notice of Intent must file a protest within ten (10) calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day.</p>	
<p>All protests shall be filed with the Department of Commerce, Community, and Economic Development's Procurement Officer in writing and include the following information:</p> <ul style="list-style-type: none"> (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, (e) The form of relief requested 	
Per AS 36.30.550, AS 36.30.560 and AS 36.30.565	
Apparent Successful Proposer's Name and Address	
All other Proposer's Names and Addresses in Alphabetical Order	

Attachment 12
PROPOSAL RESPONSIVENESS CHECKLIST
Tourism Marketing and Advertising Services

RFP #2015-0800-2895

The following information must be included in each proposal. Proposers who do not respond to each item as specified below will be considered "non-responsive" and the proposal will not be accepted for evaluation and possible award of contractual services.

This checklist may not be all inclusive of the items required to be submitted in the proposal. In case of a conflict between this checklist and the RFP, the requirements of the RFP will prevail.

(Proposers are encouraged to use this checklist in preparation of proposals).

Description	Checklist
Proposal received by 2:00PM, Tuesday, February 10, 2015 in the Procurement Office on the Ninth Floor, 333 Willoughby Avenue, Juneau, Alaska 99801. (see Section 1.01)	
Proposal includes One original and 3 Copies (4 total copies)	
Any amendments to the RFP	
Attachment 3 – Proposer Information and Assurance Form	
Attachment 4 – Certificate of Independent Price Determination	
Attachment 5 – RFP Cost Schedule	
Attachment 6 – Alaska Bidder Preference Affidavit	
Attachment 11 – Resource Sheet	
Proof of Alaska Business License & Other Required Licenses	
Prior Experience Requirements	
Conflict of Interest and Restrictions	
Subcontractors List	
Understanding of the Project	
Management and Methodology Plan	
Experience and Qualifications	