



Request for Proposal (RFP)

Ambler Access Project External Communications Manager

Alaska Industrial Development and Export Authority

RFP 21106

April 19, 2021

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SECTION 1 GENERAL INFORMATION

The Alaska Industrial Development & Export Authority (AIDEA) (also referred to individually as “Authority”, is seeking proposals for an External Communications Manager to assist AIDEA personnel in its public involvement process for the Ambler Access Project. This project will involve working with both AIDEA and private partners throughout the public involvement process to ensure that the public, interested parties, and other stakeholders remain informed and involved throughout the project.

1.1 ALASKA INDUSTRIAL DEVELOPMENT & EXPORT AUTHORITY:

The Alaska Industrial Development and Export Authority (AIDEA) is Alaska’s development finance authority with a mission to promote, develop, and advance economic growth and diversification in Alaska by providing various means of financing and investment. AIDEA was formed by the Alaska State Legislature in 1967 as a public corporation and is managed by an independent, seven-member board of directors.

SECTION 2 INTRODUCTION & INSTRUCTIONS

2.1 PRE-PROPOSAL CONFERENCE:

None.

2.2 SUBCONTRACTORS AND JOINT VENTURES:

Joint Ventures and subcontractors are not acceptable for this contract.

2.3 CONTRACT PERSONNEL:

The project manager must approve any change of the project team members or subcontractors named in the proposal, in advance and in writing. Personnel changes that are not approved by the Authority may be grounds for the Authority to terminate the Contract.

SECTION 3 REQUIREMENTS FOR RFP - OFFEROR RESPONSE

3.1 SUBMISSION OF PROPOSALS:

Offeror shall carefully review this RFP for defects and questionable or objectionable material. Questions concerning defects or questionable material must be delivered IN WRITING ONLY to the Contracting Officer on or before **4:00 p.m., April 22, 2021** via e-mail llemus@aidea.org or fax (907) 771-3044. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The Contracting Officer will make that decision.

Hand, Mail, or Email only Directly to Following Location:

Offerors may only submit one proposal for evaluation. Offerors proposals must arrive at the below physical address or email address and be date/time stamped no later than **2:00 p.m. April 27, 2021**. Failure to meet this deadline will result in rejection of the proposal, and the proposal will be returned to Offeror without further consideration.

Alaska Industrial Development and Export Authority
813 W Northern Lights Blvd.
Anchorage, AK 99503
Attention: Lois Lemus, Contract Officer
Telephone: (907) 771-3909
Email address: procurement@aidea.org

Proposals submitted in response to this RFP must remain valid for at least ninety (90) calendar days from the date the Authority designates as the deadline for submitting proposals, plus any addenda or extensions to the RFP, and for an additional contractual term if the Offeror should enter into a Contract with the Authority to perform work or provide services as described in this solicitation.

3.2 RESERVATIONS:

The Authority reserves the right to accept or reject any or all proposals. The Authority may require proposals to be clarified or supplemented through additional written submissions. The Authority will not be subject to payment for costs incurred for proposal preparation or Contract preparation as a result of valid and legal termination of this RFP or termination of any Contract resulting from the award of the RFP.

3.3 CONTRACTUAL AGREEMENTS:

The basic agreement between the parties shall be the Contract for Ambler Access Project, External Communications Manager, plus attachments. A sample Contract is provided as a separate document.

Unless stated otherwise herein, the basic and governing language of the contractual agreement resulting from this solicitation shall be comprised of the Contract, this RFP, including all documents, any attachments and amendments, and the successful Offeror's signed proposal. In the event of a conflict between the documents, the Contract shall govern.

3.4 TERMS OF CONTRACT:

The initial period of performance is May 2021 to December 31, 2024, with AIDEA's option to renew the contract for 4-additional 1-year renewal options.

AIDEA may authorize in writing any holding over of the contract, excluding any exercised renewal options, on a month-to-month extension, and all other terms and conditions shall remain in full force and in effect.

The Contractor shall provide services as identified and authorized by sequentially numbered Notice to Proceed (NTPs). The Contractor shall not perform services or incur billable expense except as authorized by a NTP.

The Contractor shall be responsible for all tasks and services authorized by a NTP signed by the Project Manager and shall perform such services in accordance with the project schedule.

The Project Manager, or his/her designee, will administer any Contract that results from this solicitation. Contact with other Authority staff, if necessary, will be coordinated through the Project Manager, or his/her designee.

3.5 MINIMUM QUALIFICATIONS:

3.5.1 MINIMUM QUALIFICATIONS:

Offerors must satisfy certain minimum standards to be considered qualified for the External Communications Manager position.

Offerors are strongly encouraged to review the minimum qualifications specified in this section to avoid submitting a proposal that would immediately be rejected on technical grounds or as non-responsive. Failure to clearly demonstrate that the Offeror meets all minimum requirements of this RFP will automatically disqualify the Offeror's proposal from further consideration by the Authority.

The Offeror must clearly demonstrate and present documentation proving that the Offeror is an experienced and reputable External Communications Manager by submitting the following:

- (A) The Offeror must clearly demonstrate and present documentation proving that the Offeror has experience in public engagement.
- (B) The Offeror must clearly demonstrate and present documentation proving that the Offeror has experience working in and with rural communities across the state.
- (C) The Offeror must clearly demonstrate and present documentation proving that the Offeror has experience

- speaking to the public at events conveying information about the project.
- (D) The Offeror must clearly demonstrate and present documentation proving that the Offeror has ability to travel.

Proposals that fail to demonstrate meeting these requirements may be determined as non-responsive.

SECTION 4 INFORMATION TO BE PROVIDED

4.1 INFORMATION TO BE PROVIDED:

The Offeror's proposal should be organized and presented in the following format and progression.

Although Offerors are encouraged to provide any/all information, which they wish to be considered in support of their proposal.

(A) **OFFEROR INFORMATION**

OFFEROR STATEMENT OF QUALIFICATIONS FORM

Proposals must include a signed Offeror Statement of Qualifications form. Other data may also be included as deemed relevant by the Offeror.

(B) **COST/FEE PROPOSAL**

Offerors should provide the Cost/Fee Proposal Forms provided as Attachment 7.1 to this solicitation.

Costs/fees must be quoted in U.S. funds and include applicable federal duty, brokerage fees, and transportation costs in order that all services may be provided without further cost. Costs/fees quoted must be exclusive of federal, State and local taxes.

This will be a fixed monthly fee total hourly Billing Rate(i.e. inclusive of Direct Cost of Direct Labor, all Indirect Costs, and Fee). The Authority will not reimburse the Offeror for any expenses or other costs in addition to the agreed-upon fees.

Some of the work proposed within the contract may be subject to the minimum wage and other requirements of AS 36.05. It is the responsibility of the Successful Offeror to check with Department of Labor and Workforce Development to determine which services will require the prevailing wage and if it is subject to AS 36.05. Before commencing work, the Successful Offeror is required to designate a primary contractor under AS 36.05.045, and the primary contractor is required to file a notice of work with the Department of Labor and Workforce Development, to pay certain filing fees, and to comply with certain other requirements involving the Department of Labor and Workforce Development after the work is completed and before final payment can be made. Before final payment of the work is made, it is the responsibility of the Successful Offeror to submit a Notice of Completion form signed off by the Department of Labor and Workforce Development, Wage and hour section. The final payment may be affected by the Successful Offeror' s compliance with the requirements. The Successful Offeror is encouraged to contact the wage and hour section of the Department of Labor and Workforce Development for more information.

**SECTION 5
SCOPE OF SERVICES**

5.1 SCOPE:

AIDEA is seeking a dedicated communication manager who will be responsible for facilitating collaborative partnerships and coordinating communication with Alaskan communities and project stakeholders to advance the development, planning, design, and construction of the Ambler Access Project (AAP).

To assist AIDEA in the accomplishment of its mission, the Consultant selected will provide services in both office and field settings, including but not limited to:

- (A) Communicate project information effectively to the Alaskan communities, project stakeholders, and the media;
- (B) Oversees public and community outreach-related functions, including managing AAP’s website and presentation content; and the cultivation of community and stakeholder engagement;
- (C) Coordinates participation in community and stakeholder special events, forums, workshops and conferences;
- (D) Write press releases and prepare information for distribution by media outlets both virtually and in person;
- (E) Arranges public appearances, speeches and presentations by AIDEA staff, consultants and board members. Prepares, reviews, and edits speeches, articles and opinion pieces that enhance understanding of the AAP;
- (F) Respond to requests for information from media outlets and, in coordination with AIDEA staff, establishes and maintains a system for tracking and responding to community/public comments and tracking stakeholder engagement;
- (G) Field and office data acquisition, field collection, analyses, reporting and archiving;
- (H) Plans, prepares, directs, and edits informational materials including activity reports, project reports or technical review/editing and formatting of reports prepared by others;
- (I) Social media responsibilities and website oversight for the project;
- (J) Field and office support for the project;
- (K) Aid in the development of Advisory Committees supporting the AAP.

5.2 PROJECT SCHEDULE:

This work will be for the life of the design phase of the project. The design phase is scheduled from May 2021 to December 31, 2024.

This contract can be extended at the discretion of AIDEA per Section 3.4 of this document.

5.3 ADMINISTRATIVE REQUIREMENTS:

Project Staff. All services will be performed by a single person. Only prior written approval from the Authority shall accomplish replacement of, or addition to, the Project Staff named below:

<u>Name</u>	<u>Project Responsibilities</u>
<u>(list here key individual and their project assignments)</u>	

Standard software programs used by AIDEA include, but are not limited to, the following:

- (A) Microsoft Office Suite: Word, Excel, PowerPoint, Project

The most current version of AutoCAD adopted by AIDEA shall be used for all linework and modeling. Consultant styles will be clearly differentiated by name so that AIDEA can review the styles for conformance to their standards. The AutoCAD drawing files will contain all assemblies, vertical and horizontal geometry, alignments, corridors, styles, surface models (existing, proposed and all pertinent intermediate). The Consultant will provide the file

directory to AIDEA in a way that all dependencies among files are maintained.

Submittal Requirements. Deliverables shall be compatible with AIDEA standard software, and submitted in their original electronic format as well as PDF. Hard copies shall be submitted for everything requiring an original seal, and as required by the project managers of the specific projects.

Specific deliverables will be identified for each project added to the agreement.

5.4 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 manager. The Authority may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the Contract. The project manager 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 Authority to terminate the Contract. In this event, the Authority may require the Contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

5.5 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 manager 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 3 AAC 100.560.

The Contractor will not commence additional work until the project manager has secured any required Authority approvals necessary for the amendment and has issued a written Contract amendment, approved by the Authority or the designee.

5.6 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 Authority 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 Authority to the Contractor or a Contractor agent or otherwise made available to the Contractor or a Contractor agent in connection with this Contract, or acquired, obtained or learned by the Contractor or a Contractor agent in the performance of this Contract. Examples of confidential information include, but are not limited to technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

If confidential information is requested to be disclosed by the Contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the Contractor may disclose the confidential information after providing the Authority with written notice of the requested disclosure (to the extent such notice to the Authority is permitted by applicable law) and giving the Authority opportunity to review the request. If the Contractor receives no objection from the Authority, 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 Authority within a reasonable time after the Contractor's receipt of notice of the requested disclosure and, upon request of the Authority, 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 6 EVALUATION CRITERIA

EVALUATION OF PROPOSALS:

The Authority will appoint an evaluation committee to review the proposals submitted.

At the sole discretion of the Authority, finalists for consideration of award may be required to make an oral presentation to the evaluation committee. The oral presentation may be considered in the evaluation of the Offeror's proposal, and overall scores may be adjusted at the discretion of the evaluation committee. If scheduled, oral presentations will be limited to a 30-minute presentation by the Offeror, followed by a maximum 45-minute question and answer period. All costs associated with the oral presentation shall be the responsibility of the Offeror.

Offerors should ensure that their proposal has included each and every item listed under Section 3.5 (Minimum Qualifications to be provided) and has thoroughly responded to all requirements and provisions of Section 3.5.1. The Authority will not be responsible for notifying Offerors of any deficiencies in proposals.

6.1 EVALUATION SCORING:

The evaluation committee will weigh proposal components as follows:

6.1.1 OFFEROR INFORMATION (5%)

Offeror Statement of Qualifications form, which is enclosed as Attachment 7.2.

- (A) Offeror Statement of Qualifications form (Attachment 7.2) is considered an integral part of the Offeror's proposal, and should be signed by the individual(s) who is (are) authorized to bind the Offeror contractually. The Offeror Statement of Qualification indicates the signer is so authorized and indicate the title(s) or position(s) the signatory(ies) hold in the Offeror's firm and should contain at least the following information:
 - (1) The Offeror's name, address, email address, telephone and facsimile numbers;
 - (2) A statement expressing the Offeror's unconditional willingness to perform the services described in this RFP;
 - (3) A statement that staff and other resources which are required to perform the services described in this RFP will be made available to the Authority as required;
 - (4) Name, title, address, email address, telephone and facsimile numbers of the proposed key staff who will be assigned to the Authority account;
 - (5) The Offeror's Federal Employer Identification number; and
 - (6) Disclosure of any conflict of interest.

- (B) Offeror should submit attachments to the Offeror Statement of Qualifications, including but not limited to:
 - (1) Five (5) references of current clients (names and telephone numbers) for whom similar work is performed;
 - (2) One (1) reference from a previous client (name and telephone number) for whom similar

- work was performed but for whom the Offeror no longer provides such services; and
- (3) Resume
 - (4) business license; and
 - (5) Organizational chart.

6.1.2 OBJECTIVES, SERVICES, AND COMMITMENTS (5%):

Response should demonstrate your comprehension of the objectives and services for the proposed contract. Do not merely duplicate the Statement of Work provided with this RFP. Responses should portray a knowledge of AIDEA's unique role in project consideration, financing, and execution. Define any assumptions that may be necessary to provide a thorough response to this RFP.

Include a discussion of your company's understanding of the services required and your company's relevant experience providing the types of services identified in the Statement of Work.

Your response should also: (1) describe your company's availability to commit to this work, to include both current and potential time commitments of your proposed Project Staff and how any conflicts would be managed; (2) discuss the projected workload of each firm (Offeror and Offeror's Proposed Subcontractors) for all clients and the impact of your company's performance capabilities with regards to completing the Authority's work; and (3) demonstrate adequate support personnel, facilities and other resources, as necessary, to provide the services required.

6.1.3 METHODS (5%):

Response should outline the methods for accomplishing the proposed contract and Statement of Work, including the Offeror's plans for subcontracting. Offerors should consider how each task may be carried out and what level of interaction may be required from/with the Authority. Offerors should also address how their team and/or proposed approach/methods will provide overall assistance in the management of projects at various stages within each phase of the project analysis and decision making process (see Figure 2 in Article B5, Statement of Work). If applicable, Offerors should suggest alternative methods for executing the Statement of Work that may produce improved results or efficiencies. Identify any distinct and substantive qualifications for undertaking the proposed contract, such as the availability of specialized equipment, software, unique approaches, unique capabilities/experiences or concepts relevant to the required services which the Offeror may use.

6.1.4 PROPOSED PROJECT STAFF (35%):

Response should name the individuals to perform the following functions related to the contract and Statement of Work, including providing a brief description of their qualifications for performing their role on the project. The offeror is also encouraged to provide the names and narratives of any other professional/technical personnel that are anticipated to be utilized in executing the proposed contract.

For each individual identified, describe the work to be performed and detail their specific qualifications and substantive experience directly related to the proposed contract. Include subcontractors directly involved in this contract. A response prepared specifically for this proposal is required. Marketing resumes often include non-relevant information which may detract from the evaluation of proposal. Lists of projects are not useful. Focus on each individual's specific duties and responsibilities and how their project experience is relevant to the proposed contract.

For each person named, identify their employer, professional discipline or job classification, current certifications and what role they will have under this contract. List at least 2 professional references (contact persons and telephone numbers) for each person.

Response should name the individuals to perform the following FUNCTIONS plus any other professional/technical functions you deem essential to perform the services:

- (A) Public Information Officer (single point -of-contact directly engaged in contract performance)

6.1.5 WORKLOAD AND RESOURCES (5%):

Response should: (1) discuss both current and potential time commitments of your proposed Project Staff to all clients; (2) discuss the projected workload of each firm (Offeror and Proposed Subcontractors) for all clients; and (3) demonstrate adequate support personnel, facilities and other resources to provide the services required such that construction may begin summer 2021 and be completed by fall 2022. Provide a list of current contracts with the Contracting Agency in which your proposed Project Staff are participating. Include all contracts statewide with the Authority.

Briefly address capabilities for providing additional services, including procurement support, under an accelerated schedule. Address capacity to reassign personnel, equipment and facilities whenever the proposed contract would not require such capabilities or was delayed.

6.1.6 PAST PERFORMANCE (30%):

Response should describe previous projects the project team has worked on that are related in size and scope to this project. Describe the dollar amount of the projects and a brief narrative of the successes of the projects. Address how the experience will help your team to perform under this contract. Provide references (contact name and phone number) for each project. Indicate which of the proposed firms and project staff was involved in each project. The State reserves the right to investigate referenced projects, contact references and research other projects that the respondent has worked on.

Explain professional experience in structural, marine and civil infrastructure projects in Alaska. Explain experience providing feasibility analysis, high-level conceptual plans and estimates for similar projects. Explain experience with construction management, engineering support, and project administration of similar type of infrastructure projects.

Explain experience in asset management and lifecycle costs of industrial facilities and ability to produce comprehensive maintenance management plans for owned assets. Assets such as commercial buildings, hangers, ports and port facilities, docks, shipyards, mines, rail, telecommunications, and other infrastructure throughout Alaska.

6.1.7 COST/FEE PROPOSAL (15%):

The Offeror should provide the fixed total hourly billing rate. Consistent with any limitations or qualifications discussed in the Scope of Work section,

Scoring of the Proposal Cost portion of the criteria shall be based on the total communication manager total cost.

6.1.7.1 ALASKA BIDDER (OFFEROR) PREFERENCE (5%):

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

- (A) holds a current Alaska business license prior to the deadline for receipt of proposals;
- (B) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- (C) 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;
- (D) 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

- (E) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Statement

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 statement 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 statement 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.

6.2 AWARD FACTORS:

If applicable, the Contracting Officer or his/her designee will conduct negotiations with responsive and responsible Offerors whose proposal, when considered with all other proposals submitted in response to this solicitation, best meet the needs of the Authority.

Upon selection of the apparently successful Offeror(s), the Authority will issue a "Notice of Intent to Award." Copies of this Notice will be faxed and/or mailed to all Offerors who submitted proposals in response to this RFP.

Following a ten (10) day appeal period, the Authority will enter into negotiations with the apparent successful Offeror. Should contractual negotiations with the apparently successful Offeror be determined unsuccessful, the Authority reserves the right to either negotiate with the Offeror who submitted the next highest scoring proposal or to cancel the RFP.

6.3 UNAUTHORIZED NEGOTIATIONS:

In no event shall a prospective Offeror, or the apparently successful Offeror, enter into discussions or negotiations with representatives of the Authority other than the Chief Procurement & Contracting Officer, or her designee.

6.4 OTHER FACTORS/REQUIREMENTS:

In accordance with the Authority Procurement regulations, all proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to issuance of the Notice of Intent to Award a contractual agreement. Thereafter, proposals will become public information.

**SECTION 7
ATTACHMENTS**

The following materials are included to assist in responding to this RFP:

7.1 COST /FEE PROPOSAL FORM

7.2 OFFEROR STATEMENT OF QUALIFICATIONS

**ATTACHMENT 7.1
COST/FEE PROPOSAL FORM**

TO BE COMPLETED BY OFFEROR:

This Cost/Fee Proposal Form is submitted as part of a proposal in response to the solicitation entitled External Communications Manager

The name of the Offeror firm is:

INSTRUCTIONS FOR COMPLETING FORM:

Respond to every question or blank space provided on this form. If the information required is not applicable, enter "N/A." If the form does not provide enough space to adequately respond to any question or request for information, enter "see attached explanation" in the space provided, and attach the additional pages of information. Clearly identify the portion of the form you are responding to, and attach the information in the proper order.

Category	Hourly Rate/Cost	X Estimated Hours	= Total
Communication Manager		6000	\$
			\$
			\$
			\$
			\$
			\$
Totals			\$

PREPARED BY:

(Name)

(Title)

(Date)

OFFEROR'S SIGNATURE:

By signature on this document, the Offeror certifies that all terms and conditions, including fee or price quotes submitted as a part of the Offeror's response to this solicitation shall remain effective for a period of not less than ninety (90) days from the date the Authority designate as the deadline for submitting proposals; plus any addenda or extensions to the RFP, and for an additional contractual term, if the Offeror should enter into a Contract with the Authority to perform work or provide services as described in this solicitation. The Offeror further acknowledges and agrees that its proposal and all other material submitted will become the property of the Authority.

The Firm Fixed Fee proposal submitted by the Offeror pursuant to this RFP is submitted with the understanding that the Authority activities and programs may change from time to time and the reporting requirements will be adjusted accordingly. To the extent the Authority activities and programs change, the result of which is to materially increase or decrease the work required of the Offeror to perform the services defined in this solicitation, either party may provide the other with a written request supported by documentation, which substantiates an equitable adjustment to the Firm Fixed Fee proposal. Neither party may unreasonably withhold its approval of a properly documented and substantiated request for fee adjustment.

Any request for adjustment to the Firm Fixed Fee proposal must be based upon a material change to the Authority activities and/or programs such as merger or complete reorganization. "Material change" is defined as a change, which results in at least a twenty-five percent (25%) increase, or decrease in programs and associated activities.

NOTE: FAILURE BY OFFEROR TO SIGN AND DATE THIS COST/FEE PROPOSAL FORM WILL RESULT IN THE AUTHORITY REJECTING THE OFFEROR'S PROPOSAL AS NON-RESPONSIVE.

Offeror Signature and Date of Signature

Typed or Printed Name of Offeror

Title

Company Name/Tax I.D. Number

Mailing Address

Telephone Number

Email

**ATTACHMENT 7.2
OFFEROR STATEMENT OF QUALIFICATIONS**

TO BE COMPLETED BY OFFEROR:

This Offeror Statement of Qualifications is submitted as part of a proposal in response to the solicitation entitled External Communications Manager; Alaska Industrial Development & Export Authority (RFP #21106).

The name of the Offeror firm is: _____

INSTRUCTIONS FOR COMPLETION OF THE OFFEROR STATEMENT OF QUALIFICATIONS:

Respond to every question or blank space provided on this offeror statement of qualifications. If the information required is not applicable, enter "N/A." If the offeror statement of qualifications does not provide enough space to adequately respond to any question or request for information, enter "see attached explanation" in the space provided, and attach the additional pages of information. Clearly identify the portion of the offeror statement of qualifications you are responding to, and attach the information in the proper order.

The Offeror's submission is not limited to information or documentation required by this offeror statement of qualifications. The Offeror is encouraged to submit additional or supplemental information to substantiate Offeror's experience and qualifications.

OFFEROR STATEMENT OF QUALIFICATIONS

BY A PROPERLY AUTHORIZED SIGNATURE ON THIS DOCUMENT, OFFEROR HEREBY CERTIFIES AND AFFIRMS THAT:

Section I: Disclosure, Pledges, and Promises

1. The proposal submitted was independently arrived at, without collusion, under penalty of perjury.

The Offeror has not, and will not disclose the terms and conditions of the proposal, directly or indirectly, to any other Offeror or interested person prior to Contract award unless otherwise required by law.
2. Each signature on the proposal and all addenda are considered to be a certification by the signatory that the signatory:
 - a. Is the person from the Offeror's organization responsible for determining the prices and terms being offered in the proposal, and that the signatory has not participated and will not participate in any action contrary to Paragraph 1 above; and
 - b. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated and will not participate in any action contrary to Paragraph 1 above.

(Insert full name of person(s) in the Offeror's organization responsible for determining the prices and terms offered in the proposal, and the title of his or her position in the Offeror's organization.)

- c. As an authorized agent of the Offeror, does certify that the principals named in Paragraph 2, Section b, have not participated and will not participate in any action contrary to Paragraph 1 above.
- d. As an authorized agent of the Offeror, has not personally participated and will not participate in any action contrary to Paragraph 1 above.

3. The Offeror represents that, except for full-time bona fide employees working solely for the Offeror, the Offeror:
- a. () has, () has not, employed or retained any person or company to solicit or obtain the Authority Contract resulting from RFP 21106; and
 - b. () has, () has not, paid or agreed to pay any person or company employed or retained to solicit or obtain the Authority Contract resulting from RFP 21106, any commission, percentage, brokerage or other fee contingent upon or resulting from the award of a Contract.

If the answer to 3a or 3b above is affirmative, the Offeror should include a full and written disclosure attached to this affidavit and addressed to the Authority Chief Procurement & Contracting Officer.

The Offeror acknowledges and agrees that any misrepresentation made by the Offeror subject to Paragraphs 3a and 3b above shall give the Authority the right to (1) terminate any subsequent Contract; (2) at its sole discretion, deduct from Contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the Contract.

4. To the best of Offeror's knowledge and in good faith, it is the Offeror's belief that the following named Authority employees or Authority Board Members may have a financial, business, or familial interest, direct or indirect, in or with the Offeror or Offeror's representative: (If none, so state.)

Authority Employee Name/Job Title

Authority Board Member(s)

Explanation of nature of Authority employee or Board Member(s) interest with Offeror or Offeror's representative: (If none, so state.)

The Offeror () is, () is not, an employee of the Authority. If the Offeror has previously served as an employee of the Authority, the Offeror certifies that his/her service was terminated () less than twenty-four (24) months ago, or () more than twenty-four (24) months ago.

5. The Offeror does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed or services to be supplied under the proposed the Authority Contract, and the Offeror's organizational, financial, contractual, or other interests may:
- a. Result in an unfair competitive advantage to the Offeror; or
 - b. Impair the Offeror's objectivity in performing the Contract work or providing the Contract services.

If the Offeror cannot respond affirmatively to 5a and 5b above, the Offeror should include a full and written disclosure attached to this affidavit and addressed to the Authority Chief Procurement & Contracting Officer.

6. Neither the Offeror, nor any person or firm which has an interest in the Offeror's firm, is ineligible to:
- a. Be awarded Contracts by any agency of the United States Government, or the State of Alaska.
7. The Offeror certifies that:

- a. It has paid all required fees and is properly licensed and bonded to do business in the State of Alaska and within the local governing body in which any work or services subsequent to RFP 21106 is to be performed or provided.
- b. It complies and will comply with all laws of the State of Alaska, the applicable portions of the Federal Civil Rights Act of 1964, and the Equal Employment Opportunity Act as regulated by the State and federal governments and the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.
- c. The offeror certifies that all services provided under this Contract by the Contractor shall be performed in the United States. If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the Contracting 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 work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary. Failure to comply with these requirements may cause the Authority to reject the proposal as non-responsive, or cancel the Contract.
- d. The Offeror certifies that all terms and conditions, including fee or price quotes submitted as a part of the Offeror's response to this solicitation shall remain effective for a period of not less than ninety (90) days from the date the Authority designates as the deadline for submitting proposals, plus any addenda or extensions to the RFP, and for an additional contractual term if the Offeror should enter into a Contract with the Authority to perform work or provide services as described in this solicitation. The Offeror acknowledges and agrees that its proposal and all other material submitted will become the property of the Authority.
- e. No action, suit, proceeding, inquiry or investigation before or by any court or federal, State, municipal or other governmental authority is pending, or to the Offeror's knowledge is threatened against Offeror or affecting the assets, properties, or operations of the Offeror or its interests, which if determined adversely to Offeror would have material and adverse effect upon the consummation of transactions contemplated by, or the validity of, agreements between the Authority and the Offeror, or upon the financial condition, assets, properties or operations of Offeror. No employee employed by the Offeror's firm, or the Offeror's firm itself has been debarred, suspended, or otherwise prohibited from practice by any Federal, State, or local agency.

f. If the Offeror is unable to affirmatively certify any statement under Paragraph (d) above, the Offeror shall include a full and written disclosure attached to this affidavit and addressed to the Authority Contracting Officer.

8. Offeror represents that the following attached information reflects a true and accurate description of the Offeror's experience and ability to perform all tasks anticipated under the Scope of Services detailed in the RFP.

OFFEROR'S SIGNATURE

By signature on this document, the Offeror hereby certifies that all statements contained herein are accurate and complete.

Offeror's representations concerning its qualifications will be construed as a covenant under any Contract subsequent to this RFP. Should it appear that Offeror has made a material misrepresentation on the Offeror Statement of Qualifications form, the Authority shall have the right to terminate the Contract for Offeror's breach, and the Authority may then pursue such remedies as exist under the Contract, or as otherwise are provided by law.

NOTE: OFFEROR'S FAILURE TO SIGN AND DATE THIS OFFEROR STATEMENT OF QUALIFICATIONS MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL AS NON-RESPONSIVE.

Offeror Signature and Date of Signature

Typed or Printed Name of Offeror

Title

Company Name/Tax I.D. Number/Alaska Business License

Mailing Address

Telephone Number/Email