

STATE OF ALASKA
AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

1. Agency Contract Number CT 200000891
2. IRIS or DGS Solicitation Number (if used) UAE RAP 2023-0001-0126
3. Optional Renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Years remaining _____
4. Agency Unit and Appropriation Code
5. IRIS GAE Number (if used)
6. Amendment No. Seven

This agreement is between the State of Alaska,

7. Department of Office of the Governor	hereafter the State, and
8. Contractor Vought Strategies, LLC	hereafter the Contractor
Mailing Address 2776 S. Arlington Mill Drive #561, Arlington, VA 22206	Street or P.O. Box City State ZIP Code
9. Original period of performance FROM: June 18, 2020 TO: December 31, 2022	10. Amended period of performance FROM: June 18, 2020 TO: December 31, 2024
11. Previous amount of contract to date: \$192,000.00	12. Amount of this amendment: \$60,000.00
13. This amended contract shall not exceed a total of \$252,000.00.	

14. In accordance with the provisions of the above referenced contract, the parties agree that the services to be performed by the contractor under the contract are amended as follows:
 This amendment extends the contract for 1 year to December 31, 2024 and adds \$60,000.00 to exercise the first renewal of three renewals. All other original and amended terms and conditions of the contract remain in effect.

IN WITNESS WHEREOF the parties hereto have executed this amendment.

NOTICE! This amendment has no effect until signed by the head of the contracting agency, procurement officer or designee.

15. CONTRACTOR	17. 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 Vought Strategies, LLC	Signature of Head Contracting Agency or Designee Date <i>Cheri Lowenstein</i> 10/11/23	
Signature of Authorized Representative <i>Mary Vought</i>		
Date 10/10/2023		
Typed or Printed Name of Authorized Representative Mary Vought		
Title President	Typed or Printed Name of Authorizing Official Cheri Lowenstein	
16. CONTRACTING AGENCY	Title Administrative Services Director	
Department/Division OOG/Executive Office		
Signature of Project Director <i>Tyson Gallagher</i>		
Date 10/10/23		
Typed or Printed Name of Project Director Tyson Gallagher		
Title Chief of Staff		

1. Agency Contract Number	For demo purpose only Powered by Zoho Sign
CT 200000891	
2. IRIS or DGS Solicitation Number (if used)	UAE RAP 2023-0001-0126
3. Optional Renewal?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Years remaining _____
4. Agency Unit and Appropriation Code	
5. IRIS GAE Number (if used)	
6. Amendment No.	Six

STATE OF ALASKA

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

This agreement is between the State of Alaska,		
7. Department of Office of the Governor		hereafter the State, and
8. Contractor Vought Strategies, LLC		hereafter the Contractor
Mailing Address	Street or P.O. Box	City State ZIP Code
2776 S. Arlington Mill Drive #561, Arlington, VA 22206		
9. Original period of performance FROM: June 18, 2020 TO: December 31, 2022	10. Amended period of performance FROM: June 18, 2020 TO: December 31, 2023	
11. Previous amount of contract to date: \$186,000.00	12. Amount of this amendment: \$6,000.00	13. This amended contract shall not exceed a total of \$192,000.00.

14. In accordance with the provisions of the above referenced contract, the parties agree that the services to be performed by the contractor under the contract are amended as follows:
 This amendment is to increase the contract by an additional \$6,000.00 for FY23. The total contract is not to exceed \$192,000.00. As in Amendment Five, the current monthly payment of \$5,000.00 shall incorporate any anticipated or unexpected travel. All other terms and conditions, besides travel, are to remain in effect.

IN WITNESS WHEREOF the parties hereto have executed this amendment.

NOTICE! This amendment has no effect until signed by the head of the contracting agency, procurement officer or designee.

15. CONTRACTOR		17. 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 Vought Strategies, LLC			
Signature of Authorized Representative <i>Mary G Vought</i>	Date 08/15/2023		
Typed or Printed Name of Authorized Representative Mary Vought			
Title President			
16. CONTRACTING AGENCY		Signature of Head Contracting Agency or Designee <i>Cheri Lowenstein</i>	Date 8/17/23
Department/Division OOG/Executive Office		Typed or Printed Name of Authorizing Official Cheri Lowenstein	
Signature of Project Director <i>Tyson Gallagher</i>	Date 8/10/23	Title Administrative Services Director	
Typed or Printed Name of Project Director Tyson Gallagher			
Title Chief of Staff			

STATE OF ALASKA

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

1. Agency Contract Number CT 200000891
2. IRIS or DGS Solicitation Number (if used) UAE RAP 2023-0001-0126
3. Optional Renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Years remaining _____
4. Agency Unit and Appropriation Code
5. IRIS GAE Number (if used)
6. Amendment No. Five

This agreement is between the State of Alaska,		
7. Department of Office of the Governor		
hereafter the State, and		
8. Contractor Vought Strategies, LLC		
hereafter the Contractor		
Mailing Address	Street or P.O. Box	City State ZIP Code
2776 S. Arlington Mill Drive #561, Arlington, VA 22206		
9. Original period of performance FROM: June 18, 2020 TO: December 31, 2022	10. Amended period of performance FROM: June 18, 2020 TO: December 31, 2023	
11. Previous amount of contract to date: \$126,000.00	12. Amount of this amendment: \$60,000.00	13. This amended contract shall not exceed a total of \$186,000.00.
14. In accordance with the provisions of the above referenced contract, the parties agree that the services to be performed by the contractor under the contract are amended as follows: This amendment will extend the contract for 1 year to December 31, 2023 and adds an additional \$60,000.00 with the option to renew for three additional years adding a flat rate of \$60,000.00 for each consecutive year, if exercised by Office of the Governor. A monthly fee of up to \$5,000 may be invoiced and should incorporate any anticipated or unexpected travel. If any travel expense reimbursement is requested, they will be paid at the State of Alaska Reimbursement Rates per AAM 60.010-260. All other original and amended terms and conditions of the contract remain in effect. IN WITNESS WHEREOF the parties hereto have executed this amendment. NOTICE! This amendment has no effect until signed by the head of the contracting agency, procurement officer or designee.		

15. CONTRACTOR	
Name of Firm Vought Strategies, LLC	
Signature of Authorized Representative <i>Mary Vought</i>	Date 12/31/22
Typed or Printed Name of Authorized Representative Mary Vought	
Title President	

17. 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.	
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16. CONTRACTING AGENCY	
Department/Division OOG/Executive Office	
Signature of Project Director	Date
Typed or Printed Name of Project Director Tyson Gallagher	
Title Chief of Staff	

Signature of Head Contracting Agency or Designee <i>Cheri Lowenstein</i>	Date 12/30/22
Typed or Printed Name of Authorizing Official Cheri Lowenstein	
Title Administrative Services Director	

STATE OF ALASKA

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

1. Agency Contract Number CT 200000891
2. IRIS or DGS Solicitation Number (if used) UAE RAP 2023-0001-0126
3. Optional Renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Years remaining _____
4. Agency Unit and Appropriation Code
5. IRIS GAE Number (if used)
6. Amendment No. Five

This agreement is between the State of Alaska,			
7. Department of Office of the Governor		hereafter the State, and	
8. Contractor Vought Strategies, LLC		hereafter the Contractor	
Mailing Address	Street or P.O. Box	City	State ZIP Code
2776 S. Arlington Mill Drive #561, Arlington, VA 22206			
9. Original period of performance FROM: June 18, 2020 TO: December 31, 2022		10. Amended period of performance FROM: June 18, 2020 TO: December 31, 2023	
11. Previous amount of contract to date: \$126,000.00	12. Amount of this amendment: \$60,000.00	13. This amended contract shall not exceed a total of \$186,000.00	
14. In accordance with the provisions of the above referenced contract, the parties agree that the services to be performed by the contractor under the contract are amended as follows: This amendment will extend the contract for 1 year to December 31, 2023 and adds an additional \$60,000.00 with the option to renew for three additional years adding a flat rate of \$60,000.00 for each consecutive year, if exercised by Office of the Governor. A monthly fee of up to \$5,000 may be invoiced and should incorporate any anticipated or unexpected travel. If any travel expense reimbursement is requested, they will be paid at the State of Alaska Reimbursement Rates per AAM 60.010-260. All other original and amended terms and conditions of the contract remain in effect. IN WITNESS WHEREOF the parties hereto have executed this amendment. NOTICE! This amendment has no effect until signed by the head of the contracting agency, procurement officer or designee.			

15. CONTRACTOR	
Name of Firm Vought Strategies, LLC	
Signature of Authorized Representative	Date
Typed or Printed Name of Authorized Representative Mary Vought	
Title President	
16. CONTRACTING AGENCY	
Department/Division OOG/Executive Office	
Signature of Project Director	Date
Typed or Printed Name of Project Director Tyson Gallagher	
Title Chief of Staff	

17. 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.	
Signature of Head Contracting Agency or Designee	Date
Typed or Printed Name of Authorizing Official Cheri Lowenstein	
Title Administrative Services Director	



REQUEST FOR ALTERNATE PROCUREMENT

UNANTICIPATED AMENDMENT EXCEPTION (UAE)

Complete all required fields below and email in **Word** format to: DOA.OPPM.PolicyOversight@alaska.gov

Include supporting materials, attached separately.

RAP NUMBER: **2023-0001-0126**
DEPARTMENT: **Governor's Office**
DIVISION: **Executive Office**
RAP TYPE: **Unanticipated Amendment Exception**
DATE REQUIRED: **December 28, 2022**
TOTAL ESTIMATED COST: **\$240,000.00**
VENDOR NAME: **Vought Strategies, LLC**
CONTRACT NUMBER: **CT 01-200000891**

EXECUTIVE SUMMARY

Provide a description of the contract and scope of work, and the specific reasons why this amendment is in the state's best interest:

Office of the Governor is requesting an Unanticipated Amendment Exception Request for Alternate Procurement for Vought Strategies, LLC contract to be awarded another 4 years. Vought Strategies, LLC has provided consulting and professional communication assistance to the Governor's office with public relations and message delivery to Alaskans since June 2020. UAE RAP 2022-0002-5192 was awarded in May 2022 for continuance of this contract through December 31, 2022 and it was unanticipated if the services would still be needed after that date until the official election results were known in November 2022. This would be in the State's best interest to continue this contract since they have the history and knowledge of the media accounts held by Office of the Governor. It would cost more money and time to get the trust and knowledge built back up with another company.

PREPARER INFORMATION

Alternate procurements must be completed by procurement staff with OPPM procurement certification appropriate for the dollar amount.

Preparer Name: Dottie Whitehead

Preparer Email: dottie.whitehead@alaska.gov

Certification Level: Level III

CONTACT INFORMATION

If you would like us to contact someone **other** than the preparer if we have questions or need further information, please provide their name and contact details below.

Contact Name / Phone / Email: Click or tap here to enter text.

REQUESTING AGENCY APPROVAL

This approval must come from the agency head or their authorized designee.

Approver's Name / Title: Cheri Lowenstein, Administrative Services Director

By entering my initials below, I represent that I am authorized to approve the Request for Alternate Procurement. I confirm that, to the best of my knowledge, all information and evidence submitted in support of this request is true and accurate.

Approver's Initials: Cheri Lowenstein

Date: 12/22/22

CONTRACT AND AMENDMENT HISTORY

This section is for completion by OPDM Policy and Oversight staff only. You must include with your RAP the face page of the original contract and face pages of any subsequent amendments.

The following table provides a summary of this contract including this requested amendment:

CONTRACT ACTION	DESCRIPTION OF ACTION	TERM	RAP OR AMENDMENT TERM AMOUNT	TOTAL CONTRACT AMOUNT
Amendment Five	2023-0001-0126 UAE (Pending Approval)	12/31/2022 – 11/30/2026	\$240,000.00	\$366,000.00
Amendment Four	Renewal	11/30/2022 – 12/31/2022		\$126,000.00
Amendment Three	Renewal	5/18/2022 – 11/30/2022	\$26,000.00	\$126,000.00
Amendment Two	Renewal	6/30/2021 – 5/17/2022	\$52,000.00	\$100,000.00
Amendment One	Renewal	12/17/2020 – 6/30/2021	\$24,000.00	\$48,000.00
	Original Contract	6/18/2020 – 12/16/2020	\$24,000.00	\$24,000.00

Note: To date, \$26,000.00 has been added to this contract via the unanticipated amendment process. Approval of this request will result in an approximate 34% increase to the current contract **term** value of \$126,000.00.

JUSTIFICATION

Please complete the fields below. For Legitimacy and Scope, you must attach documentation from the project manager or another relevant subject matter expert that verifies the information being provided is true and accurate.

LEGITIMACY

Provide an explanation of whether this amendment is legitimate and due to unforeseen circumstances, which occurred as work progressed, and whether the reasons for the amendment were unforeseen when contract was established:

This amendment is legitimate and due to unforeseen circumstances and were unforeseen when the contract was established due to the enormity of the information the vendor has access to and keep on point with. The topics and information that has been provided through Vought Strategies assistance has continued to keep Alaskans aware, informed both in Alaska and nationwide.

SCOPE

Provide an explanation of whether this amendment is within the scope of the original contract?

This amendment is to cover the next four-year term and the scope of services will not be changing. All services will remain the same as the original contract and will include travel, if needed, which was added with Amendment Two.

CONTRACT CLAUSE

Please provide an explanation of how the original contract contain clauses authorizing modification.

The scope of work will not be modified and will remain the same.

EXTENT

Please provide an explanation to clarify if the amendment contains an important general change that alters the main purpose of the contract, if it is of such importance as to constitute a new undertaking, or if it does not contain any changes to the main purpose.

This amendment does not contain any changes to the main purpose

The following sections are for completion by OPPM only.

CONTRACTING OFFICER RECOMMENDATION

Reviewed by: Rick Cottrell

Recommended Action: Approve

DELEGATED AUTHORITY

If this request is approved, the procurement must be made under these conditions:

This authority is limited to the goods and services and vendor(s) specified in this RAP and is not to exceed the TOTAL ESTIMATED COST entered on page one unless a different amount is specified by OPPM in the SPECIFIC DELEGATION AUTHORITY/RESTRICTIONS/NOTES section below.

This authority expires in 60 days from the date of approval. The agency must amend the contract prior to this expiration or contract expiration date, whichever is sooner.

Prior to amending the contract, cost and pricing data must be obtained from the vendor per AS 36.30.400.

Once the contract is amended, the agency's normal authority to process unanticipated amendments under 2 AAC 12.485 apply unless specified otherwise in the SPECIFIC DELEGATION AUTHORITY / RESTRICTIONS / NOTES section below.

SPECIFIC DELEGATION AUTHORITY / RESTRICTIONS / NOTES

Click or tap here to enter text.

CHIEF PROCUREMENT OFFICER (CPO) SIGNATURE

By signature below, I concur with the CONTRACTING OFFICER RECOMMENDATION and any SPECIFIC DELEGATION AUTHORITY / RESTRICTIONS / NOTES entered related to this request.

Signature:

Date:



Digitally signed by Thor Vue
Date: 2022.12.23 09:43:27
-09'00'



THE STATE
of ALASKA
GOVERNOR MIKE DUNLEAVY

Memorandum

To: Dottie Whitehead
From: Jeff Turner
Subject: Single Source Request for Alternative Procurement
Date: 11/30/22
CC: Cheri Lowenstein

My name is Jeff Turner, and I am deputy communications director for Governor Mike Dunleavy. Part of my job is to collaborate with the president at Vought Strategies on national level communications for Governor Dunleavy.

Extending the contract with Vought Strategies is in the best interest of the Dunleavy Administration.

Vought Strategies has productive relationships with reporters, editors and publishers at the country's most influential news organizations, and its president was raised in Alaska, giving her an intrinsic understanding of Alaska's political and public policy issues at both the state and national level.

Vought Strategies delivered a successful national communications plan for Governor Dunleavy. The major components are, but not limited to, placing op-eds in newspapers with national and international reach, and securing interviews with major cable and broadcast television news programs. The firm also consults with the Governor and senior staff about issues on Capitol Hill, and does advance work for national conferences and events attended by Governor Dunleavy in the Lower-48.

Contracting with a different vendor for national communications services and consulting will be detrimental to the state due to the time and cost that comes with a new vendor that will have a limited understanding of Alaska and issues most important to it.

A 30-day contract extension with Vought Strategies means continuity in the administration's national media and communications strategy.

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Ms. Mary Vought
President
Vought Strategies
2776 S. Arlington Mill Dr #561
Arlington, VA 22206

Ms. Dottie Whitehead
Procurement Officer
Division of Administrative Services
Office of the Governor Mike Dunleavy
240 Main Street, Suite 300
Court Plaza Building
Juneau, AK 99801

Dear Ms. Dottie Whitehead -

Thank you for considering my single-source procurement contract for the State of Alaska. I would be proud to continue to support the Alaskan people through my communication skills and talents.

I am a unique service provider because I understand the issues facing Alaskans as someone raised in the state who also has in-depth national media connections and knowledge that will help me best serve the Governor's office and his team.

I wish to continue to support the State of Alaska by; pitching and placing news articles and opinion pieces in high-ranking national news outlets, working to ensure that the critical issues facing Alaskans have a chance to be considered at the forefront of national news coverage and successfully securing national television, radio, and podcast interviews.

My services for the next four years would include a fee not exceeding \$5000 a month, incorporating any anticipated or unexpected travel.

Thank you for this consideration, and please feel free to email me with any questions: mary@voughtstrategies.com.

Best,

Mary Vought
Founder & President
Vought Strategies
2776 S. Arlington Mill Dr. #561
Arlington, VA 22206

STATE OF ALASKA

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

1. Agency Contract Number CT 200000891
2. IRIS or DGS Solicitation Number (if used)
3. Optional Renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Years remaining _____
4. Agency Unit and Appropriation Code
5. IRIS GAE Number (if used)
6. Amendment No. Four

This agreement is between the State of Alaska,		
7. Department of Office of the Governor		hereafter the State, and
8. Contractor Vought Strategies, LLC		hereafter the Contractor
Mailing Address	Street or P.O. Box	City State ZIP Code
2776 S. Arlington Mill Drive #561, Arlington, VA 22206		
9. Original period of performance FROM: June 18, 2020 TO: November 30, 2022	10. Amended period of performance FROM: June 18, 2020 TO: December 31, 2022	
11. Previous amount of contract to date: \$126,000.00	12. Amount of this amendment: \$0.00	13. This amended contract shall not exceed a total of \$126,000.00.
14. In accordance with the provisions of the above referenced contract, the parties agree that the services to be performed by the contractor under the contract are amended as follows: This amendment is to extend the contract for approximately 1 additional months to December 31, 2022. All other original and amended terms and conditions of the contract remain in effect. The period of performance under this contract is increased by <u>1 month</u> to <u>December 31, 2022</u> . IN WITNESS WHEREOF the parties hereto have executed this amendment. NOTICE! This amendment has no effect until signed by the head of the contracting agency, procurement officer or designee.		

15. CONTRACTOR	17. 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 Vought Strategies, LLC		
Signature of Authorized Representative <i>Mary Vought</i>		
Date 11/30/22		
Typed or Printed Name of Authorized Representative Mary Vought		
Title President		
16. CONTRACTING AGENCY		
Department/Division OOG/Executive Office		
Signature of Project Director <i>Tyson Gallagher</i>		
Date 11/29/22	Signature of Head Contracting Agency or Designee <i>Cheri Lowenstein</i>	Date 11/30/22
Typed or Printed Name of Project Director Tyson Gallagher	Typed or Printed Name of Authorizing Official Cheri Lowenstein	
Title Chief of Staff	Title Administrative Services Director	

STATE OF ALASKA

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

1. Agency Contract Number CT 200000891
2. IRIS or DGS Solicitation Number (if used)
3. Optional Renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Years remaining _____
4. Agency Unit and Appropriation Code
5. IRIS GAE Number (if used)
6. Amendment No. Three

This agreement is between the State of Alaska,

7. Department of
Office of the Governor hereafter the State, and

8. Contractor
Vought Strategies, LLC hereafter the Contractor

Mailing Address Street or P.O. Box City State ZIP Code
2776 S. Arlington Mill Drive #561, Arlington, VA 22206

9. Original period of performance FROM: June 18, 2020 TO: May 17, 2022

10. Amended period of performance FROM: June 18, 2020 TO: November 30, 2022

11. Previous amount of contract to date: \$100,000.00

12. Amount of this amendment: \$26,000.00

13. This amended contract shall not exceed a total of \$126,000.00.

14. In accordance with the provisions of the above referenced contract, the parties agree that the services to be performed by the contractor under the contract are amended as follows:
This amendment is to extend the contract for approximately 6.5 additional months to November 30, 2022 in the amount of \$26,000.00. All other original and amended terms and conditions of the contract remain in effect.

In full consideration of the contractor's performance under and including this amendment, the State shall pay the contractor a new total not to exceed \$ 126,000.00.

The period of performance under this contract is increased by 6.5 months to November 30, 2022.

IN WITNESS WHEREOF the parties hereto have executed this amendment.

NOTICE! This amendment has no effect until signed by the head of the contracting agency, procurement officer or designee.

15. **CONTRACTOR**

Name of Firm
Vought Strategies, LLC

Signature of Authorized Representative Date
Mary Vought 5/17/2022

Typed or Printed Name of Authorized Representative
Mary Vought

Title
President

17. **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.

16. **CONTRACTING AGENCY**

Department/Division
OOG/Executive Office

Signature of Project Director Date
DW for T. Gallagher 5/17/2022

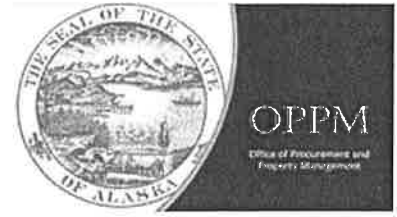
Typed or Printed Name of Project Director
Tyson Gallagher

Title
Deputy Chief of Staff

Signature of Head Contracting Agency or Designee Date
R.S. Henderson 5/17/2022

Typed or Printed Name of Authorizing Official
R. Shawn Henderson

Title
Administrative Services Director



REQUEST FOR ALTERNATE PROCUREMENT

UNANTICIPATED AMENDMENT EXCEPTION (UAE)

Complete all required fields below and email in **Word** format to: DOA.OPPM.PolicyOversight@alaska.gov

Include supporting materials, attached separately.

RAP NUMBER: Click or tap here to enter text.

DEPARTMENT: **Governor's Office**

RAP TYPE: **Unanticipated Amendment Exception**

DATE REQUIRED: **May 17th, 2022**

TOTAL ESTIMATED COST: **26,000.00**

VENDOR NAME: **Vought Strategies, LLC**

EXECUTIVE SUMMARY

Provide a description of the contract and scope of work, and the specific reasons why this amendment is in the state's best interest:

Vought Strategies, LLC has provided consulting and professional communications assistance to the state with public relations and message delivery to Alaskans since June 2020. The following are services they provide: 1)pitch and secure media interviews on national and state television programs, radio shows and in targeted print and online publications, 2)shape interview opportunities to highlight policy wins and achievements the governor and his staff have secured for the people of Alaska, 3)assist with placement of opinion pieces by the governor in state and national publications, 4)circulate the earned media placements and opinion pieces on social media platforms, 5)engage with social media followers to grow followers and expand our message, 6) create and post social media graphics and videos that echo the goals of the governor's agenda, 7)advise an how to use paid promotional tools to expand the reach of specific posts or projects to further drive traffic to the website and social platforms. Office of the Governor would like to request an Unanticipated Amendment Exception RAP for Vought Strategies, LLC in the amount of \$26,000.00. This is in the State's best interest as they have the history and knowledge of the media accounts and it would cost more money to get another vendor caught up on everything that has happened with the state over the last few years Ms. Vought's company has handled.

PREPARER INFORMATION

Alternate procurements must be completed by procurement staff with OPPM procurement certification appropriate for the dollar amount.

Preparer Name: Dottie Whitehead

Preparer Email: dottie.whitehead@alaska.gov

Certification Level: Level III

CONTACT INFORMATION

If you would like us to contact someone *other* than the preparer if we have questions or need further information, please provide their name and contact details below.

Contact Name / Phone / Email: Click or tap here to enter text.

REQUESTING AGENCY APPROVAL

This approval must come from the agency head or their authorized designee.

Approver's Name / Title: R. Shawn Henderson/Administrative Services Director

By entering my initials below, I represent that I am authorized to approve the Request for Alternate Procurement. I confirm that, to the best of my knowledge, all information and evidence submitted in support of this request is true and accurate.

Approver's Initials: Click or tap here to enter text.

Date: Click or tap here to enter text.

CONTRACT AND AMENDMENT HISTORY

This section is for completion by OPPM Policy and Oversight staff only. You must include with your RAP the face page of the original contract and face pages of any subsequent amendments.

The following table provides a summary of this contract including this requested amendment:

CONTRACT ACTION	DESCRIPTION OF ACTION	TERM	RAP OR AMENDMENT TERM AMOUNT	TOTAL CONTRACT AMOUNT
Amendment Three	Renewal	5/18/2022 – 5/17/2023	\$26,000.00	\$126,000.00
Amendment Two	Renewal	6/30/2021 - 5/17/2022	\$52,000.00	\$100,000.00
Amendment One	Renewal	12/17/2020 – 6/30/2021	\$24,000.00	\$48,000.00
	Original Contract	6/18/2020 – 12/16/2020	\$24,000.00	\$24,000.00

To date, no additional costs have been added to this contract via the unanticipated amendment process. Approval of this request will result in an approximate 26% increase to the current contract term value of \$100,000.00.

JUSTIFICATION

Please complete the fields below. For Legitimacy and Scope, you must attach documentation from the project manager or another relevant subject matter expert that verifies the information being provided is true and accurate.

LEGITIMACY

Provide an explanation of whether this amendment is legitimate and due to unforeseen circumstances, which occurred as work progressed, and whether the reasons for the amendment were unforeseen when contract was established:

This amendment is legitimate and due to unforeseen circumstances and were unforeseen when the contract was established due to the enormity of the information the vendor was going to have access to and keep on point with. The topics and information that has been provided through Vought Strategies assistance has continued to keep Alaskans aware, informed, in Alaska, and nationwide.

SCOPE

Provide an explanation of whether this amendment is within the scope of the original contract?

This amendment is to increase the existing contract in time and money only. Scope of services will not be changing and will remain as the same as the original contract.

CONTRACT CLAUSE

Please provide an explanation of how the original contract contain clauses authorizing modification.

The scope of work will not be modified and will remain the same.

EXTENT

Please provide an explanation to clarify if the amendment contains an important general change that alters the main purpose of the contract, if it is of such importance as to constitute a new undertaking, or if it does not contain any changes to the main purpose.

This amendment does not contain any changes to the main purpose.

The following sections are for completion by OPPM only.

CONTRACTING OFFICER RECOMMENDATION

Reviewed by: Rick Cottrell

Recommended Action: Approve

DELEGATED AUTHORITY

If this request is approved, the procurement must be made under these conditions:

This authority is limited to the goods and services and vendor(s) specified in this RAP and is not to exceed the TOTAL ESTIMATED COST entered on page one unless a different amount is specified by OPPM in the SPECIFIC DELEGATION AUTHORITY / RESTRICTIONS / NOTES section below.

This authority expires in 60 days from the date of approval. The agency must amend the contract prior to this expiration or contract expiration date, whichever is sooner.

Prior to amending the contract, cost and pricing data must be obtained from the vendor per AS 36.30.400.

Once the contract is amended, the agency's normal authority to process unanticipated amendments under 2 AAC 12.485 apply unless specified otherwise in the SPECIFIC DELEGATION AUTHORITY / RESTRICTIONS / NOTES section below.

SPECIFIC DELEGATION AUTHORITY / RESTRICTIONS / NOTES

Click or tap here to enter text.

CHIEF PROCUREMENT OFFICER (CPO) SIGNATURE

By signature below, I concur with the CONTRACTING OFFICER RECOMMENDATION and any SPECIFIC DELEGATION AUTHORITY / RESTRICTIONS / NOTES entered related to this request.

Signature:



Date:

Digitally signed by Thor Vue
Date: 2022.05.16 15:13:42 -08'00'



REQUEST FOR ALTERNATE PROCUREMENT

UNANTICIPATED AMENDMENT EXCEPTION (UAE)

Complete all required fields below and email in Word format to: DOA.OPPM.PolicyOversight@alaska.gov

Include supporting materials, attached separately.

RAP NUMBER: Click or tap here to enter text.

DEPARTMENT: **Governor's Office**

RAP TYPE: **Unanticipated Amendment Exception**

DATE REQUIRED: **May 17th, 2022**

TOTAL ESTIMATED COST: **26,000.00**

VENDOR NAME: **Vought Strategies, LLC**

EXECUTIVE SUMMARY

Provide a description of the contract and scope of work, and the specific reasons why this amendment is in the state's best interest:

Vought Strategies, LLC has provided consulting and professional communications assistance to the state with public relations and message delivery to Alaskans since June 2020. The following are services they provide: 1)pitch and secure media interviews on national and state television programs, radio shows and in targeted print and online publications, 2)shape interview opportunities to highlight policy wins and achievements the governor and his staff have secured for the people of Alaska, 3)assist with placement of opinion pieces by the governor in state and national publications, 4)circulate the earned media placements and opinion pieces on social media platforms, 5)engage with social media followers to grow followers and expand our message, 6) create and post social media graphics and videos that echo the goals of the governor's agenda, 7)advise an how to use paid promotional tools to expand the reach of specific posts or projects to further drive traffic to the website and social platforms. Office of the Governor would like to request an Unanticipated Amendment Exception RAP for Vought Strategies, LLC in the amount of \$26,000.00. This is in the State's best interest as they have the history and knowledge of the media accounts and it would cost more money to get another vendor caught up on everything that has happened with the state over the last few years Ms. Vought's company has handled.

PREPARER INFORMATION

Alternate procurements must be completed by procurement staff with OPPM procurement certification appropriate for the dollar amount.

Preparer Name: Dottie Whitehead

Preparer Email: dottie.whitehead@alaska.gov

Certification Level: Level III

CONTACT INFORMATION

If you would like us to contact someone *other* than the preparer if we have questions or need further information, please provide their name and contact details below.

Contact Name / Phone / Email: Click or tap here to enter text.

REQUESTING AGENCY APPROVAL

This approval must come from the agency head or their authorized designee.

Approver's Name / Title: R. Shawn Henderson/Administrative Services Director

By entering my initials below, I represent that I am authorized to approve the Request for Alternate Procurement. I confirm that, to the best of my knowledge, all information and evidence submitted in support of this request is true and accurate.

Approver's Initials: *RSH* Click or tap here to enter text.

Date: *5/16/2022* Click or tap here to enter text.

CONTRACT AND AMENDMENT HISTORY

This section is for completion by OPPM Policy and Oversight staff only. You must include with your RAP the face page of the original contract and face pages of any subsequent amendments.

The following table provides a summary of this contract including this requested amendment:

CONTRACT ACTION	DESCRIPTION OF ACTION	TERM	RAP OR AMENDMENT TERM AMOUNT	TOTAL CONTRACT AMOUNT
Contract Started		6 months	\$24,000.00	\$24,000.00
Amendment One		6 months	\$24,000.00	\$48,000.00
Amendment Two		11 months	\$52,000.00	\$100,000.00

Note: To date, \$X has been added to this contract via the unanticipated amendment process. Approval of this request will result in an approximate X% increase to the current contract term value of \$X.

OR

Note: To date, no additional costs have been added to this contract via the unanticipated amendment process. Approval of this request will result in an approximate X% increase to the current contract term value of \$X.

JUSTIFICATION

Please complete the fields below. For Legitimacy and Scope, you must attach documentation from the project manager or another relevant subject matter expert that verifies the information being provided is true and accurate.

LEGITIMACY

STATE OF ALASKA

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

1. Agency Contract Number CT 200000891
2. IRIS or DGS Solicitation Number (if used)
3. Optional Renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Years remaining _____
4. Agency Unit and Appropriation Code
5. IRIS GAE Number (if used)
6. Amendment No. Two

This agreement is between the State of Alaska,

7. Department of
Office of the Governor hereafter the State, and

8. Contractor
Vought Strategies, LLC hereafter the Contractor

Mailing Address Street or P.O. Box City State ZIP Code
2776 S. Arlington Mill Drive #561, Arlington, VA 22206

9. Original period of performance FROM: June 18, 2020 TO: June 30, 2021

10. Amended period of performance FROM: June 18, 2020 TO: May 17, 2022

11. Previous amount of contract to date: \$48,000.00

12. Amount of this amendment: \$52,000.00

13. This amended contract shall not exceed a total of \$100,000.00.

14. In accordance with the provisions of the above referenced contract, the parties agree that the services to be performed by the contractor under the contract are amended as follows: This amendment is to extend the contract for 11 additional months to May 17, 2022, and to provide up to \$6,000 for travel expenses associated with performing the work. All other terms and conditions of the contract remain in effect.

In full consideration of the contractor's performance under and including this amendment, the State shall pay the contractor a new total not to exceed \$ 100,000.00.

The period of performance under this contract is increased by 11 months to May 17, 2022.

IN WITNESS WHEREOF the parties hereto have executed this amendment.

NOTICE! This amendment has no effect until signed by the head of the contracting agency, procurement officer or designee.

<p>15. CONTRACTOR</p> <p>Name of Firm Vought Strategies, LLC</p> <p>Signature of Authorized Representative Date <i>Mary Vought</i> 3/23/21</p> <p>Typed or Printed Name of Authorized Representative Mary Vought</p> <p>Title President</p>	<p>17. 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.</p>
<p>16. CONTRACTING AGENCY</p> <p>Department/Division OOG/Executive Office</p> <p>Signature of Project Director Date <i>Randy Rauro</i> 3/27/21</p> <p>Typed or Printed Name of Project Director Randy Rauro</p> <p>Title Chief of Staff</p>	<p>Signature of Head Contracting Agency or Designee Date <i>R. Shawn Henderson</i> 3/23/2021</p> <p>Typed or Printed Name of Authorizing Official R. Shawn Henderson</p> <p>Title Administrative Services Director</p>

STATE OF ALASKA

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

1. Agency Contract Number CT 200000891
2. IRIS or DGS Solicitation Number (if used)
3. Optional Renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Years remaining _____
4. Agency Unit and Appropriation Code
5. IRIS GAE Number (if used)
6. Amendment No. One

This agreement is between the State of Alaska,

7. Department of Office of the Governor	hereafter the State, and
8. Contractor Vought Strategies, LLC	hereafter the Contractor
Mailing Address: 2776 S. Arlington Mill Drive #561, Arlington, VA 22206	Street or P.O. Box City State ZIP Code
9. Original period of performance FROM: June 18, 2020 TO: December 17, 2020	10. Amended period of performance FROM: June 18, 2020 TO: June 30, 2021
11. Previous amount of contract to date: \$24,000.00	12. Amount of this amendment: \$24,000.00
13. This amended contract shall not exceed a total of \$48,000.00.	
14. In accordance with the provisions of the above referenced contract, the parties to that contract agree that the services to be performed by the contractor under the contract are amended as follows: All other terms and conditions of the contract remain in effect. (Use reverse for continuation of amended provisions if necessary.)	

In full consideration of the contractor's performance under and including this amendment, the State shall pay the contractor a new total not to exceed \$ 48,000.00

The period of performance under this contract is increased by 6 months to June 30, 2021.

IN WITNESS WHEREOF the parties hereto have executed this amendment.

NOTICE! This amendment has no effect until signed by the head of the contracting agency, procurement officer or designee.

15. CONTRACTOR	
Name of Firm Vought Strategies, LLC	
Signature of Authorized Representative <i>Mary Vought</i>	Date 12/9/20
Typed or Printed Name of Authorized Representative Mary Vought	
Title President	
16. CONTRACTING AGENCY	
Department/Division OOG/Executive Office	
Signature of Project Director <i>Ben Stevens</i>	Date 12/10/20
Typed or Printed Name of Project Director Ben Stevens	
Title Project Director	

17. 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.	
Signature of Head Contracting Agency or Designee <i>R. Shawn Henderson</i>	Date 12/10/2020
Typed or Printed Name of Authorizing Official R. Shawn Henderson	
Title Administrative Services Director	

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number CT 200000891	2. DGS Solicitation Number	3. Financial Coding	4. Agency Assigned Encumbrance Number n/a
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number BL #	
This contract is between the State of Alaska,			
8. Department of Office of the Governor		Division Juneau Executive Office	hereafter the State, and
9. Contractor Phone: 202-271-0586 mary@voughtstrategies.com Vought Strategies, LLC			hereafter the Contractor
Mailing Address.	Street or P.O. Box	City	State ZIP+4
2776 S. Arlington Mill Drive #561, Arlington, VA 22206			
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 16, 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: <u>June 18, 2020</u> , and ends <u>December 17, 2020</u> .			
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 \$ <u>24,000.00</u> 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 Office of the Governor		Attention: Division of Division of Administrative Services	
Mailing Address P.O. Box 110001, Juneau, AK 99801		Attention: Dottie Whitehead	
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 alternations 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 Vought Strategies, LLC			
Signature of Authorized Representative <i>Mary Vought</i>	Date 6/18/20		
Typed or Printed Name of Authorized Representative Mary Vought			
Title President			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee <i>R S Henderson</i>	Date 6/18/2020
Department/Division OOG/Executive Office	Date 6-18-20		
Signature of Project Director <i>Ben Stevens</i>	Typed or Printed Name R. Shawn Henderson		
Typed or Printed Name of Project Director Ben Stevens	Title Administration Director		
Title Project Director			

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

STATE OF ALASKA

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

1. Agency Contract Number CT 20000891
2. IRIS or DGS Solicitation Number (if used)
3. Optional Renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Years remaining _____
4. Agency Unit and Appropriation Code
5. IRIS GAE Number (if used)
6. Amendment No. Two

This agreement is between the State of Alaska,		
7. Department of Office of the Governor		hereafter the State, and
8. Contractor Vought Strategies, LLC		hereafter the Contractor
Mailing Address	Street or P.O. Box	City State ZIP Code
2776 S. Arlington Mill Drive #561, Arlington, VA 22206		
9. Original period of performance FROM: June 18, 2020 TO: June 30, 2021	10. Amended period of performance FROM: June 18, 2020 TO: May 17, 2022	
11. Previous amount of contract to date: \$48,000.00	12. Amount of this amendment: \$52,000.00	13. This amended contract shall not exceed a total of \$100,000.00.
14. In accordance with the provisions of the above referenced contract, the parties agree that the services to be performed by the contractor under the contract are amended as follows: This amendment is to extend the contract for 11 additional months to May 17, 2022, and to provide up to \$6,000 for travel expenses associated with performing the work. All other terms and conditions of the contract remain in effect.		
In full consideration of the contractor's performance under and including this amendment, the State shall pay the contractor a new total not to exceed \$ 100,000.00 .		
The period of performance under this contract is increased by <u>11 months</u> to <u>May 17, 2022</u> .		
IN WITNESS WHEREOF the parties hereto have executed this amendment.		
NOTICE! This amendment has no effect until signed by the head of the contracting agency, procurement officer or designee.		

15. CONTRACTOR		17. 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 Vought Strategies, LLC			
Signature of Authorized Representative 	Date 3/23/21		
Typed or Printed Name of Authorized Representative Mary Vought			
Title President			
16. CONTRACTING AGENCY		Signature of Head Contracting Agency or Designee 	Date 3/23/2021
Department/Division OOG/Executive Office		Typed or Printed Name of Authorizing Official R. Shawn Henderson	
Signature of Project Director 	Date 3/27/21	Title Administrative Services Director	
Typed or Printed Name of Project Director Randy Rauro			
Title Chief of Staff			

STATE OF ALASKA

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

1. Agency Contract Number CT 200000891
2. IRIS or DGS Solicitation Number (if used)
3. Optional Renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Years remaining _____
4. Agency Unit and Appropriation Code
5. IRIS GAE Number (if used)
6. Amendment No. One

This agreement is between the State of Alaska,

7. Department of
Office of the Governor hereafter the State, and

8. Contractor
Vought Strategies, LLC hereafter the Contractor

Mailing Address Street or P.O. Box City State ZIP Code
2776 S. Arlington Mill Drive #561, Arlington, VA 22206

9. Original period of performance FROM: June 18, 2020 TO: December 17, 2020

10. Amended period of performance FROM: June 18, 2020 TO: June 30, 2021

11. Previous amount of contract to date: \$24,000.00

12. Amount of this amendment: \$24,000.00

13. This amended contract shall not exceed a total of \$48,000.00.

14. In accordance with the provisions of the above referenced contract, the parties to that contract agree that the services to be performed by the contractor under the contract are amended as follows: All other terms and conditions of the contract remain in effect. (Use reverse for continuation of amended provisions if necessary.)

In full consideration of the contractor's performance under and including this amendment, the State shall pay the contractor a new total not to exceed \$ 48,000.00

The period of performance under this contract is increased by 6 months to June 30, 2021.

IN WITNESS WHEREOF the parties hereto have executed this amendment.

NOTICE! This amendment has no effect until signed by the head of the contracting agency, procurement officer or designee.

<p>15. CONTRACTOR</p> <p>Name of Firm Vought Strategies, LLC</p> <p>Signature of Authorized Representative Date <i>Mary Vought</i> 12/9/20</p> <p>Typed or Printed Name of Authorized Representative Mary Vought</p> <p>Title President</p>	<p>17. 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.</p>
<p>16. CONTRACTING AGENCY</p> <p>Department/Division OOG/Executive Office</p> <p>Signature of Project Director Date <i>Ben Stevens</i> 12/10/20</p> <p>Typed or Printed Name of Project Director Ben Stevens</p> <p>Title Project Director</p>	<p>Signature of Head Contracting Agency or Designee Date <i>R. Shawn Henderson</i> 12/10/2020</p> <p>Typed or Printed Name of Authorizing Official R. Shawn Henderson</p> <p>Title Administrative Services Director</p>

STANDARD REEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number CT 200000891	2. DGS Solicitation Number	3. Financial Coding	4. Agency Assigned Encumbrance Number n/a
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number BL #	
This contract is between the State of Alaska,			
8. Department of Office of the Governor		Division Juneau Executive Office hereafter the State, and	
9. Contractor Vought Strategies, LLC			hereafter the Contractor
Phone: 202-271-0586 mary@voughtstrategies.com			
Mailing Address.	Street or P.O. Box	City	State ZIP+4
2776 S. Arlington Mill Drive #561, Arlington, VA 22206			
<p>10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins: <u>June 18, 2020</u>, and ends <u>December 17, 2020</u>.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$ <u>24,000.00</u> in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of Office of the Governor		Attention: Division of Division of Administrative Services	
Mailing Address P.O. Box 110001, Juneau, AK 99801		Attention: Dottie Whitehead	
12. CONTRACTOR		<p>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 alternations 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.</p>	
Name of Firm Vought Strategies, LLC			
Signature of Authorized Representative <i>Mary Vought</i>	Date 6/18/20		
Typed or Printed Name of Authorized Representative Mary Vought			
Title President			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee <i>R S Henderson</i>	Date 6/18/2020
Department/Division OOG/Executive Office	Date 6-18-20	Typed or Printed Name R. Shawn Henderson	
Signature of Project Director <i>Ben Stevens</i>	Title Administration Director		
Typed or Printed Name of Project Director Ben Stevens		Title Administration Director	
Title Project Director			

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

**APPENDIX A
GENERAL PROVISIONS**

Article 1. Definitions.

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

Article 2. Inspections and Reports.

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

Article 3. Disputes.

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

Article 4. Equal Employment Opportunity.

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

Article 5. Termination.

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

Article 6. No Assignment or Delegation.

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

Article 7. No Additional Work or Material.

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

Article 8. Independent Contractor.

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

Article 9. Payment of Taxes.

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

Article 10. Ownership of Documents.

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

Article 11. Governing Law; Forum Selection

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

Article 12. Conflicting Provisions.

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

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

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

Article 15. Compliance.

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

Article 16. Force Majeure:

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

APPENDIX B¹ INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

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

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

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

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

APPENDIX C SCOPE OF SERVICES

The Contractor shall continue to provide consulting and professional communications assistance to assist the state with public relations and message delivery to Alaskans. This contract is a continuation of Contract #200000516 that expired on May 31, 2020.

Services shall include but are not limited to the following;

- Pitch and secure media interviews on national and state television programs, radio shows and in targeted print and online publications.
- Shape interview opportunities to highlight policy wins and achievements the governor and his staff have secured for the people of Alaska.
- Assist with placement of opinion pieces by the governor in state and national publications.
- Circulate the earned media placements and opinion pieces on social media platforms (Twitter, Facebook, website, etc) to increase their maximum reach.
- Engage with social media followers to grow followers and expand our message.
- Create and post social media graphics and videos that echo the goals of the governor's agenda.
- Advise on how to use paid promotional tools to expand the reach of specific posts or projects to further drive traffic to the website and social platforms.

Performing these and other funding analysis services within the contract scope as requested by the Project Director.

APPENDIX D PAYMENT PROVISIONS

In full consideration of the Contractor's performance under this contract, the state shall pay the contractor a rate of \$4,000 per month, for six months. The total contract shall not exceed \$24,000.00, including all travel and any miscellaneous expenses associated with performing the work.

Payments may be made monthly after receipt of the contractor's detailed invoice with receipts, and after the invoice is approved for payment by the Project and Administrative Directors.

This contract may not exceed \$24,000.00 total unless amended in writing by the state.