STATE OF ALASKA

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

This agreement is between the State of Alaska,

7. Department of

	ontract Nu	ımber	
	0000891	UEL.	
2. IRIS o	r DGS Solicita	ition Numbe	er (if used
	RAP 2023-0		
3. Option	al Renewal?	☐ Yes	⊠ No
Years	remaining		
	1 1 11 - A A		
	y Unit and Ap		Code
	y Unit and Ap		Code
5. IRIS G			Code
5. IRIS G	AE Number (i		Code

8. Contractor					
Vought Strategies, LLC		hereafter the Contractor	40		
Mailing Address	Street or P.O. Box	City State ZIP C	ю		
2776 S. Arlington Mill Drive #561, Arlin	ngton, VA 22206				
9. Original period of performance		10. Amended period of performance			
FROM: June 18, 2020 TO: Do	ecember 31, 2022	FROM: June 18, 2020 TO: December 31, 2024			
Previous amount of contract to date: \$192,000.00 \$60,000.00		a total of \$252,000	.00_		
under the contract are amended as f This amendment extends the con of three renewals. All other origin IN WITNESS WHEREOF the parties	ollows: tract for 1 year to Decen al and amended terms a thereto have executed this	ract, the parties agree that the services to be per mber 31, 2024 and adds \$60,000.00 to exer and conditions of the contract remain in effe amendment.	cise the first renewal ct.		
15. CONTRACTOR Name of Firm Vought Strategies, LLC		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.			
Signature of Authorized Representative Muy_Voucht	10/10/2023	cover this obligation. I am aware that to knowing entries or alterations on a public record, or knowing suppress, conceal, remove or otherwise impair the	ngly destroy, mutilate, e venty, legibility or		
Typed or Proted Name of Authorized Represen Mary Vought	tative	availability of a public record constitutes tampering with public records punishable under AS 11.56.815820. Other disciplinary action may be taken up to and including dismissal.			
Title President					
16. CONTRACTING AGE	ENCY	Signature of Head Contracting Agency or Designer	Date 10/11/23		
Department/Division		100011			
OOG/Executive Office		Typed or Printed Name of Authorizing Official			
Signature of Project Director	Date 11/1 -	Cheri Lowenstein			
100	10/10/23	Title			
Typed or Proted Name of Project Director	/ /	Administrative Services Director			
Tyson Gallagher					
Title					
Chief of Staff			3.4-17.41		
02-112 (Rev 02/10)			ATPSC		

5. 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		
Name of Firm Vought Strategies, LLC				
Signature of Authorized Representative Worry & Vought	Date 08/15/2023	cover this obligation. I am aware that to knowingly entries or alterations on a public record, or knowing suppress, conceal, remove or otherwise impair the	make or allow false gly destroy, mutilate, verity, legibility or	
Typed or Printed Name of Authorized Represent Mary Vought	Typed or Printed Name of Authorized Representative Mary Vought		with public records plinary action may be	
Title President		taken up to and including dismissal.		
16. CONTRACTING AGE	16. CONTRACTING AGENCY		Date	
Department/Division		(her Tour / 8/17/23		
OOG/Executive Office		Typed of Printed Name of Authorizing Official		
Signature of Project Director Date		Cheri Lowenstein Title		
Typed or Brinted Name of Project Director		Administrative Services Director		
Tyson Gallagher				
Title				
Chief of Staff			ATREC EDA	

CT 200000891 2. IRIS or DGS Solicitation Number (if used) UAE RAP 2023-0001-0126 Years remaining 4. Agency Unit and Appropriation Code STATE OF ALASKA 5. IRIS GAE Number (if used) AMENDMENT TO PROFESSIONAL SERVICES CONTRACT 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 ZIP Code State 2776 S. Arlington Mill Drive #561, Arlington, VA 22206 9. Original period of performance 10. Amended period of performance FROM: June 18, 2020 TO: December 31, 2022 FROM: June 18, 2020 TO: December 31, 2023 11. Previous amount of contract to date: 12. Amount of this amendment: 13. This amended contract shall not exceed \$126,000,00 \$60,000.00 a total of \$186,000,00 In accordance with the provisions of the above referenced contract, the parties agree that the services to be performed by the contractor 14 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. CONTRACTOR 17. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against Name of Firm funds and appropriations cited, that sufficient funds are encumbered to pay Vought Strategies, LLC 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 Signature of Authorized Representative entries or alterations on a public record, or knowingly destroy, mutilate, Muy Van suppress, conceal, remove or otherwise impair the verity, legibility or Typed or Printed Name of Authorized Representative availability of a public record constitutes tampering with public records punishable under AS 11.56.815 - .820. Other disciplinary action may be Mary Vought taken up to and including dismissal. Title President Signature of Head Contracting Agency or Designee **CONTRACTING AGENCY** Department/Division 12/30/22 OOG/Executive Office Typed of Printed Name of Authorizing Official Signature of Project Director Date Cheri Lowenstein Title Typed or Printed Name of Project Director Administrative Services Director Tyson Gallagher

1. Agency Contract Number

Chief of Staff

Title

16.

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02-112 (Rev: 02/10)

Chief of Staff

Title

ATPSC,FRM

State of Alaska
Department of Administration
Office of Procurement and Property Management



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

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 entertext.

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 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	RAPOR AMENDMENT TERM AMOUNT	TOTAL CONTRACT AMOUNT	
Amendment Five	2023-0001-0126 UAE	12/31/2022 –	\$240,000.00	\$366,000.00	
Amendment rive	(Pending Approval)	11/30/2026	\$240,000.00	\$300,000.00	
Amendment Four	Deneuval	11/30/2022 –		\$126,000.00	
Amenament Four	Renewal	12/31/2022		\$126,000.00	
Amandment Three	Denewal	5/18/2022 -	\$26,000.00	\$126,000.00	
Amendment Three	Renewal	11/30/2022	\$20,000.00	\$120,000.00	
Amendment Two	Renewal	6/30/2021 -	\$52,000.00	\$100,000.00	
Amenument Two	Kenewai	5/17/2022	\$32,000.00	\$100,000.00	
Amendment One	Renewal	12/17/2020 –	\$24,000.00	\$48,000.00	
Amendment One	Kellewal	6/30/2021	\$24,000.00	346,000.00	
	Ovisinal Contract	6/18/2020 -	\$24,000,00	624 000 00	
	Original Contract	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 entertext.

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 Vo Date: 2022.12.23 09:43:27 Digitally signed by Thor Vue



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.

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

1. Agency Contract Number CT 200000891 2. IRIS or DGS Solicitation Number (if used) 3. Optional Renewal? Yes Years remaining 4. Agency Unit and Appropriation Code STATE OF ALASKA 5. IRIS GAE Number (if used) AMENDMENT TO PROFESSIONAL SERVICES CONTRACT 6. Amendment No. Four This agreement is between the State of Alaska, 7. Department of hereafter the State, and Office of the Governor B. Contractor hereafter the Contractor Vought Strategies, LLC ZIP Code State City Street or P.O. Box Mailing Address 2776 S. Arlington Mill Drive #561, Arlington, VA 22206 10. Amended period of performance 9. Original period of performance FROM: June 18, 2020 TO: December 31, 2022 TO: November 30, 2022 FROM: June 18, 2020 13. This amended contract shall not exceed 12. Amount of this amendment: 11. Previous amount of contract to date: a total of \$126,000.00 \$0.00 \$126,000.00 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 1 month to December 31, 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. 17. CERTIFICATION: I certify that the facts herein and on supporting CONTRACTOR documents are correct, that this voucher constitutes a legal charge against Name of Firm 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 Vought Strategies, LLC cover this obligation. I am aware that to knowingly make or allow false Signature of Authorized Representative entries or alterations on a public record, or knowingly destroy, mutilate, 11/30/22 May Vonglet suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records Typed or Pinted Name of Authorized Representative punishable under AS 11.56.815 - .820. Other disciplinary action may be Mary Vought taken up to and including dismissal. Title President Signature of Head Contracting Agency or Designee 16. **CONTRACTING AGENCY** 11/30/22 Department/Division Typed or Printed Name of Authorizing Official OOG/Executive Office Signature of Project Director Cheri Lowenstein Administrative Services Director Typed or Printed Name of Project Director Tyson Gallagher Chief of Staff

			Agency Contract Nun	nber
			CT 200000891	
			2. IRIS or DGS Solicitat	ion Number (if used)
			3. Optional Renewal?	☐ Yes ☒ No
			Years remaining	
			4. Agency Unit and App	ropriation Code
STATE O	F ALASKA			
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AMENDMENT TO PROFESS	IONAL SERVICES	S CONTRACT	,	,
			6. Amendment No.	
			Three	
This agreement is between the State of Alaska,				
7. Department of				
Office of the Governor			hereafter the State, and	C:
8. Contractor				
Vought Strategies, LLC			hereafter the Contractor	
Mailing Address S	treet or P.O. Box	City	State ZIP C	ode
2776 S. Arlington Mill Drive #561, Arlington	on, VA 22206			
Original period of performance		10. Amended period of pe	erformance	
FROM: June 18, 2020 TO: May 1	7, 2022	FROM: June 18, 20	20 TO: November 30,	2022
11. Previous amount of contract to date:	12. Amount of this amend	lment:	13. This amended contra	ct shall not exceed
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State of Alaska
Department of Administration
Office of Procurement and Property Management



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

TIm Vu

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' State of Alaska
Department of Administration
Office of Procurement and Property Management



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.

5/16/2022 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
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

			1. ,ncy Contract Nu	mber
			CT 200000891 2. IRIS or DGS Solicita	tion Number (If used)
			2. IKIS OF DGS SOIICILA	tion Number (it asea)
			Optional Renewal?	☐ Yes
			Years remaining	
STATE C	OF ALASKA		4. Agency Unit and App	propriation Code
			5, IRIS GAE Number (i	f used)
AMENDMENT TO PROFESS	SIONAL SERVICE	S CONTRACT		
			6. Amendment No.	
			Two	
This agreement is between the State of Alaska,				
7. Department of			harrafter the Ciata and	1
Office of the Governor 8. Contractor			hereafter the State, and]
			hereafter the Contracto	r
Vought Strategies, LLC Mailing Address	Street or P.O. Box	City		Code
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Original period of performance	ton, VA ZZZOO	10. Amended period of p	erformance	
FROM: June 18, 2020 TO: June	30 2021		020 TO: May 17, 202	2
11. Previous amount of contract to date:	12. Amount of this amen		13. This amended contr	act shall not exceed
\$48,000.00	\$52,000.00		a total of \$100,00	0.00
The period of performance under this could be a serious of performance under the parties he	•		2022.	8
NOTICE! This amendment has no ef	fect until signed by the h	ead of the contracting a	gency, procurement of	ficer or designee.
5. CONTRACTOR	W. T.	17. CERTIFICATION:	I certify that the facts he	rein and on supporting
Name of Firm		documents are correct,	that this voucher constitu	tes a legal charge against ds are encumbered to pay
Vought Strategies, LLC		this obligation, or that the	nere is a sufficient balance	e in the appropriation cited to
Signature of Authorized Representative Way Douglet Typed or Printed Name of Authorized Representativ Mary Vought Title President	3/23/21	entries or alterations or suppress, conceal, rem availability of a public re	am aware that to knowing a public record, or knowl ove or otherwise Impalr th ecord constitutes tamperir 1.56.815820. Other dis ig dismissal.	ngly destroy, mutilate, ne verity, legibility or ng with public records
6. CONTRACTING AGENC	Y	Signature of Head Contra	cting Agency or Designed	Date
epartmen/Division		D54. 1.		2/22/2021
STILE VALUE STANKEST		Typed or Printed Name o	f Authorizina Official	13/25/2021
OOG/Executive Office	Date / .	-	•	350 350
fun Leon	3 エフレ	R. Shawn Henderso	Ш	
rped or Printed Name of Project Director	1 / 17		iona Director	
Randy Rauro VC.	<u>.</u>	Administrative Serv	ides Director	
ille	9/	-		
Chief of Staff				
112 (Rev: 02/10)				ATFOCIEN

		1. Agency Contract Nu	mber
		CT 200000891	
		2. IRIS or DGS Solicita	tion Number (if used)
		3. Optional Renewal?	☐ Yes ⊠ No
		Years remaining	
		4. Agency Unit and Ap	propriation Code
STATE OF ALASKA			
AMENDMENT TO PROFESSIONAL SERVICE	CES CONTRACT	5. IRIS GAE Number (i	f used)
		6. Amendment No.	
		One	
This agreement is between the State of Alaska,			
7. Department of			39-7-1-1-1-1
Office of the Governor		hereafter the State, and	1
8. Contractor			
Vought Strategies, LLC		hereafter the Contracto	r
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	10. Amended period of	performance	779 1177 217
FROM: June 18, 2020 TO: December 17, 2020	FROM: June 18, 2	2020 TO: June 30, 202	1
11. Previous amount of contract to date: 12. Amount of this an \$24,000.00 \$24,000.00		13. This amended contr a total of \$48,000.	act shall not exceed
The period of performance under this contract is increased by IN WITNESS WHEREOF the parties hereto have executed the NOTICE! This amendment has no effect until signed by the	nis amendment.		icer or designee
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Vame of Firm	17. CERTIFICATION:	: I certify that the facts her that this voucher constitut	ein and on supporting
Vought Strategies, LLC	funds and appropriation	ns cited, that sufficient fund	is are encumbered to pay
Signature of Authorized Representative 12/9/20	cover this obligation. I entries or alterations or suppress, conceal, remayarilability of a public re	am aware that to knowingly a public record, or knowingly love or otherwise impair the ecord constitutes tampering 1.56.815820. Other disc	igly destroy, mutilate, e verity, legibility or g with public records
6. CONTRACTING ACCUSA	Signature of Head Contra	acting Agency or Designee	Date
epartment/Division	R5Hander		12/10/2020
DOG/Executive Office	Typed or Printed Name o	0.07=	1/200
ignature of Project Director Date No ha	R. Shawn Henderso	_	
yped or Pfinled Name of Project Director	Administrative Servi	ices Director	
sen Stevens			
lle .			
roject Director			
12 (Rev: 02/10)			ATPEC FILE

STANDARD. REEMENT FORM FOR PROFESS. NAL 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 Assigne	d Encumbrance Number
5. Vendor Number	6. Project/Case Number		7. Alaska Business	License Number	
111/17 - 1/4			BL#		
This contract is between the State of A	laska,	Themodesis			
8. Department of	Division	0.55			
Office of the Governor		cutive Office			hereafter the State, and
	1-0586 mary@voughtstrategles.	com			hereafter the Contractor
Vought Strategies, LLC Mailing Address.	Street or P.O. Box	City		State	ZIP+4
2776 S. Arlington Mill Drive #56		ŕ			
	71, Allington, VII 22200				
10. ARTICLE1. Appendices: Append	ices referred to in this contract an	d attached to it	are considered part	of it.	
ARTICLE 2. Performance of Serv	rice:				
2.1 Appendix A (General	Provisions), Articles 1 through 16,	governs the pe	rformance of service	es under this contract.	
2.2 Appendix B sets forth	the liability and insurance provision the services to be performed by t	ins of this contra he contractor.	act.		
			ogine: June 18 2	2020	, and
ARTICLE 3. Period of Performan ends <u>December 1</u>	ce: The period of performance for	uns contract de	gins. <u>June 10, 2</u>	.020	
	17, 2020.				
ARTICLE 4. Considerations:	the contractor's performance und	er this contract.	the State shall pay	the contractor a sum r	ot to exceed
\$ 24,000.00	in a	ccordance with	the provisions of Ap	pendix D.	
4.2 When billing the State	, the contractor shall refer to the A	authority Numbe	r or the Agency Con	ntract Number and sen	d the billing to:
11. Department of		Attention: Div	Ision of		
Office of the Governor		Division of	of Administrative	Services	'
Mailing Address		Attention:			
P.O. Box 110001, Juneau, AK 99	801	Dottie Whitehead			
12. CONTRACT	OR	14. CERTIF	ICATION: I certif	fy that the facts here	ein and on supporting
Name of Firm		docume	nts are correct, th	at this voucher cons	stitutes a legal charge sufficient funds are
Vought Strategies, LLC		encumb	ered to pay this ob	ligation, or that there	is a sufficient balance
Signature of Authorized Representative	Date	in the ap	ppropriation cited to	o cover this obligation	n. I am aware that to ernations on a public
Many Varget	4/18/20	record, o	or knowingly destro	oy, mutilate, suppres	s, conceal, remove or
Typed or Printed Name of Authorized Repre	sentative	otherwis	e Impair the verity	, legibility or availab	ility of a public record punishable under AS
Mary Vought		11.56.81	15820. Other dis	sciplinary action may	be taken up to and
Title		including	g dismissal.		
President 13. CONTRACTING A	GENCY	Signature of He	ead of Contracting A	gency or Designee	Date
Department/Division	[Date		141 W		,
OOG/Executive Office	6-18-20	R5H	enderson	v	6/18/20
	0 (0	Typed or Printe	ad Name		1.7
Signature of Project Director		"	Henderson		
Typed or Printed Name of Project Director		Title	i rielideisbii		
Ben Stevens		Administr	ration Director		
Title					
Project Director					

STATE OF ALASKA

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

16.

		200	
		1. ncy Contract Number CT 200000891	
		2. IRIS or DGS Solicitation Num	ber (if used)
		3. Optional Renewal? Years remaining	s 🛛 No
		4. Agency Unit and Appropriatio	n Code
STATE OF ALASKA			
		5. IRIS GAE Number (if used)	
AMENDMENT TO PROFESSIONAL SERVICES	S CONTRACT	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 Maliling Address Street or P.O. Box	City	hereafter the Contractor State ZIP Code	
Malling Address Street or P.O. Box 2776 S. Arlington Mill Drive #561, Arlington, VA 22206	City	State ZIP Code	
9. Original period of performance	10. Amended period of po	erformance	
FROM: June 18, 2020 TO: June 30, 2021		020 TO: May 17, 2022	
11. Previous amount of contract to date: \$48,000.00 \$52,000.00		13. This amended contract shall a total of \$100,000.00_	not exceed
In full consideration of the contractor's performance under and including exceed \$ 100,000.00. The period of performance under this contract is increased by IN WITNESS WHEREOF the parties hereto have executed this NOTICE! This amendment has no effect until signed by the head of the parties are not perfect until signed.	11 months to May 17, amendment.	<u> 2022.</u>	⊕
15. CONTRACTOR	47 CERTIFICATION	. I and if the title finish begin and	on supporting
Name of Firm Vought Strategies, LLC Signature of Authorized Representative Many Wought Typed or Printed Name of Authorized Representative Mary Vought Title President	documents are correct, funds and appropriation this obligation, or that the cover this obligation. It entries or alterations on suppress, conceal, remavailability of a public re	I certify that the facts herein and that this voucher constitutes a leg as cited, that sufficient funds are enere is a sufficient balance in the am aware that to knowingly make a public record, or knowingly desove or otherwise Impalr the verity, ecord constitutes tampering with p 1.56.815820. Other disciplinary and dismissal.	gal charge against neumbered to pay appropriation cited to or allow false stroy, mutilate, , legibility or public records
16. CONTRACTING AGENCY	Signature of Head Contra	acting Agency or Designee Date	
Department/Division	A5Hender	som 3	123/2021
OOG/Executive Office	Typed or Printed Name o	f Authorizing Official	
Signature of Project Director Date 3 / 2 7/2	R. Shawn Henderso	on	
1 1 1 1	Title		
Typed or Printed Name of Project Director Randy Rauro G. L.	Administrative Serv	ices Director	
Randy Rauro / VG. J. K.	-		

Chief of Staff 02-112 (Rev: 02/10)

Title

			CT 20000089	
				olicitation Number (if used)
			ii ii	,,
			3. Optional Renev	wal? ☐ Yes ☒ No
			Years remaining	3
			4. Agency Unit an	nd Appropriation Code
STATE OF	ALASKA			
			5. IRIS GAE Num	ber (if used)
AMENDMENT TO PROFESSIO	NAL SERVICES	CONTRACT		
			6. Amendment No),
			One	
This agreement is between the State of Alaska,				
7. Department of				
Office of the Governor			hereafter the State	e, and
8. Contractor				
Vought Strategies, LLC			hereafter the Cont	
	et or P.O. Box	City	State	ZIP Code
2776 S. Arlington Mill Drive #561, Arlington,	, VA 22206			
9. Original period of performance		10. Amended period of pe	rformance	
FROM: June 18, 2020 TO: Decemb		FROM: June 18, 202		
11. Previous amount of contract to date: \$24,000.00	2. Amount of this amendal \$24,000.00	ment:	13. This amended a total of \$48	contract shall not exceed ,000.00
under the contract are amended as follows: All oprovisions if necessary.) In full consideration of the contractor's performant exceed \$48,000.00 The period of performance under this contractor in WITNESS WHEREOF the parties hereton NOTICE! This amendment has no effect 15. CONTRACTOR Name of Firm Vought Strategies, LLC	ce under and including act is increased by 6 have executed this a	months to June 30, 20 mendment, ad of the contracting ag 17. CERTIFICATION: documents are correct, to funds and appropriations this obligation, or that the	ency, procureme	ent officer or designee. Its herein and on supporting institutes a legal charge against int funds are encumbered to pay alance in the appropriation cited to
Typed or Proted Name of Authorized Representative Mary Vought Title President	2/9/20	entries or alterations on a suppress, conceal, remo availability of a public rec punishable under AS 11, taken up to and including	a public record, or leve or otherwise imported to the properties from 56.815820. Other dismissal.	owingly make or allow false knowingly destroy, mutilate, pair the verity, legibility or apering with public records are disciplinary action may be
16. CONTRACTING AGENCY		Signature of Head Contrac		W 620
Department/Division		R5Handers		12/10/2020
OOG/Executive Office		Typed or Printed Name of	,	
Signature of Project Director Day	>/o/rd	R. Shawn Henderson Title	1	
Typed or Pfinied Name of Project Director	42.1	Administrative Service	es Director	
Ben Stevens				
Title				
Project Director				
02-112 (Rev: 02/10)				ATPSC FRM

STANDARD. REEMENT FORM FOR PROFESS. VAL SERVICES

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

1. Agency Contract Number	2. DGS Solicitation Number	3. Financial	Coding	I	Encumbrance Number
CT 200000891				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 Division		Tura cutina Office			
Office of the Governor	Executive Office	;		hereafter the State, and	
9. Contractor Phone: 202-271	jies.com			hereafter the Contractor	
Vought Strategies, LLC Mailing Address.	City		State	ZIP+4	
That is good to the same of th	•		0.2.5		
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: June 18, 2020, and					
ends December 17, 2020.					
ARTICLE 4. Considerations:					
 4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$ 24,000.00 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 Attention: Division of					
Office of the Governor		Division of Administrative Services			
Mailing Address		Attention:			
P.O. Box 110001, Juneau, AK 99	Dottie W	Dottie Whitehead			
T.O. Box 110001, suitedu, 714 30001					
12. CONTRACT	14 CERTI	14. CERTIFICATION: I certify that the facts herein and on supporting			
Name of Firm	docum	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			
Vought Strategies, LLC	agains				
Signature of Authorized Representative	in the a				
many Varglet		knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or			
Typed or Printed Name of Authorized Repre	otherw	otherwise impair the verity, legibility or availability of a public record			
Mary Vought		constitutes tampering with public records punishable under AS 11.56.815820. Other disciplinary action may be taken up to and			
Title			including dismissal.		
President				5	D. L.
13. CONTRACTING		Signature of I	Head of Contracting Age	ency or Designee	Date
Department/Division	Date 8 -)	A54	underson	,	0/18/2020
OOG/Executive Office	0-10-			·	0/10/20
Signature of Project Director	1 7	Typed or Printed Name R. Shawn Henderson			
Typed or Printed Name of Project Director	Title				
Ben Stevens	Adminis	Administration Director			
Title					
Project Director					
			nd of contracting ager		

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.