

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES**The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices**

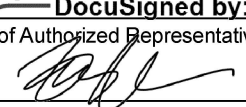
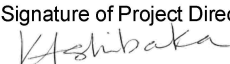
1. Agency Contract Number IRFP 02-0200-05-21	2. Contract Title Communications Specialist	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number 2112161	

This contract is between the State of Alaska,

8. Department of Administration	Division Office of the Commissioner	hereafter the State, and		
9. Contractor Imperial Independent Media, LLC		hereafter the contractor		
Mailing Address 200 W 34 th Ave, Suite 162	Street or P.O. Box	City Anchorage	State AK	ZIP+4 99503

- 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 01/02/2021, and ends 06/30/2021 with (1) 6-month renewal options.
- 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 \$88,400.00 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 Administration	Attention: Division of Office of Commissioner
Mailing Address PO Box 110210 Juneau AK 99811-0210	Attention: Kelly Hanke

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 Imperial Independent Media, LLC			
Signature of Authorized Representative 	Date 1/4/2021		
Typed or Printed Name of Authorized Representative Zachary Freeman EFD79CCEF854424...			
Title Managing Partner/CEO			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division Administration/Office of Commissioner	Date 01.04.2021		January 4, 2021
Signature of Project Director 		Typed or Printed Name Leslie Isaacs	
Typed or Printed Name of Project Director Kelly Tshibaka		Title Administrative Services Director	
Title Commissioner			

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 WORK/DELIVERABLES

The length of the contract will be from date contract is fully executed, estimated January 2, 2021 to June 30, 2021 with one-six-month renewal option to be exercised solely by the State of Alaska.

The Terms and conditions of this contract, including Appendix C scope of work/deliverables, are contained in the following documents, and incorporated by reference.

Appendix E: IRFP 2001-0200-05-21 Communication Specialist

Appendix F: Proposal submitted by Imperial Independent Media in response to IRFP 2001-0200-05-21 Appendix G: Non-Conflict Statement

SCOPE OF WORK

1. Develop and implement a communication strategy for messaging the Department of Administration's (DOA's) goals and objectives.
2. Create a strategy/plan for social media presence and develop DOA's brand. Prepare high quality social media updates on Department activities, news, or reports that promote the mission, objectives, and values of the Department.
3. Assists in preparing the Department's communications including presentations to, and responses to the Legislature.
4. Assist with responses to inquiries from the public and stake holders concerning the department's position on legislation and policy.
5. Prepare talking points, presentations, press releases, and strategies for Commissioner and DOA senior staff who speak on behalf of the Commissioner with stakeholders outside of state government, including but not limited to municipal entities, business organizations, all media types and professional associations.
6. Prepare internal communications for DOA and other departments conveying important mission, vision, values, and project updates that advance the goals of the Administration as needed.
7. Design visually compelling methods for conveying Department messages, successes, and themes that promote the mission of the Administration.
8. Assists in facilitating successful press conferences, briefings, and public speaking engagements on DOA topics

DELIVERABLES

1. Create a comprehensive communication strategy involving the department, government agencies, the legislature, external stakeholders, and the public to advance DOA's mission and the Administration's priorities. This deliverable should take no more than 3 to 5 days to complete from start date.
2. Develop messaging related to collective bargaining negotiations. Within the first week of each month.
3. Create a plan for implementation of the communication strategy. Every week update plan to match current needs. Goal is to develop or review high quality social media updates on Department activities, news, or reports that promote the mission, objectives, and values of the Department.
4. Review and edit all communication documents within 1 business day or by deadline, whichever is sooner.

5. Prepare the appropriate communication package and accompanying visualizations and documents (press release, presentation, web content, etc.) for each project, initiative, effort, or accomplishment DOA intends to communicate.
6. Prepare bimonthly DOA newsletter.
7. Create talking points for each public speaking engagement, radio appearance, or press conference.
8. Draft at least 4 op-ed articles.
9. Prepare biweekly DOA in photos update.
10. Facilitate press conferences, if applicable.

**APPENDIX D
PAYMENT SCHEDULE**

PERIOD OF PERFORMANCE: The length of the contract will be from the date of award, approximately January 2, 2021 to June 30, 2021 with one 6-month renewal option. Renewal option will be determined solely by the state and based on both funding appropriation and the state's needs.

COST OF CONTRACT:

- Contract term value for first term is not to exceed \$44,200.00
- Cost for term 2, if exercised by the state is not to exceed \$44,200.00
- Total contract value not to exceed is \$88,400.00

INVOICES:

Contractor shall submit a bi-monthly invoice that lists the number of hours worked and a summary detail of the services provided during the billing period. Hours will be invoiced at the firm fixed rate of \$68.00 per hour.

The contract number and contracting department name must appear on all invoices and any documents relating to this order for payment. Failure to submit invoices as required may cause an unavoidable delay with the payment process.

Renewal option, if exercised by the state, will not exceed \$44,200.00 at the firm fixed rate of \$68.00 per hour.

PAYMENT: The state will pay the vendor within 30 days of receipt of true and exact invoice.

**APPENDIX G
NON-CONFLICT STATEMENT**

I certify that I have no material, personal or financial relationship with another state agency that would prohibit me from working with the Department of Administration (DOA). This work will not involve any matter (a) that was under consideration by the state administrative unit that I serve, and (b) in which I participated personally and substantially during my state service through the exercise of official action.

I acknowledge that I work for the State of Alaska, and I will not work on this project during any hours I am working as a paid employee of the State of Alaska. In turn, I will not work on any SOA duties during the hours I am billing for the services provided under this contract.

NONDISCLOSURE AND CONFIDENTIALITY

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


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

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

- Any material or information received from DOA in relation to the duties contained in this scope of work.

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

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

DocuSigned by:
 Name Zachary Freeman
 Signature 
 Date 1/4/2021 EFD79CCEF854424...