



MAY 7, 2015

STATE OF ALASKA
Department of Commerce
Division of Alaska Energy Authority
813 West Northern Lights Boulevard
Anchorage, AK 99503-2495

Request for Proposals #15136
DOA RFP Number 2015-0800-3137

Alaska Energy Authority Bradley Lake Hydropower Project (BLHP) Management Audit

IMPORTANT

Interested firms shall register online to receive addenda and other information at <http://www.aideaaeprocmement.org/>

The Authority may provide periodic e-mail notices regarding addenda or clarifications regarding this solicitation to those companies who reply.

All addenda and other notices will be posted and available at <http://www.aidea.org/> "Quick Links" Procurement Opportunities.

Michele Hope, Contracting Officer
Fax: (907) 771-3044
Phone: (907) 771-3036
E-mail mhope@aidea.org

TABLE OF CONTENTS

1.	SECTION ONE INTRODUCTION AND INSTRUCTIONS.....	4
1.01	RETURN MAILING ADDRESS, CONTACT PERSON, TELEPHONE, FAX NUMBERS AND DEADLINE FOR RECEIPT OF PROPOSALS	4
1.02	CONTRACT TERM AND WORK SCHEDULE	4
1.03	PURPOSE OF THE RFP	4
1.04	BUDGET	5
1.05	LOCATION OF WORK	5
1.06	HUMAN TRAFFICKING	5
1.07	ASSISTANCE TO OFFERORS WITH A DISABILITY	5
1.08	REQUIRED REVIEW	5
1.09	QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS	5
1.10	ADDENDA	6
1.11	ALTERNATE PROPOSALS.....	6
1.12	RIGHT OF REJECTION.....	6
1.13	AUTHORITY NOT RESPONSIBLE FOR PREPARATION COSTS	6
1.14	DISCLOSURE OF PROPOSAL CONTENTS.....	7
1.15	SUBCONTRACTORS	7
1.16	JOINT VENTURES	7
1.17	OFFEROR'S CERTIFICATION.....	7
1.18	CONFLICT OF INTEREST	8
1.19	RIGHT TO INSPECT PLACE OF BUSINESS	8
1.20	SOLICITATION ADVERTISING	8
1.21	NEWS RELEASES	8
1.22	ASSIGNMENT.....	8
1.23	DISPUTES	8
1.24	SEVERABILITY.....	8
2.	SECTION TWO STANDARD PROPOSAL INFORMATION.....	8
2.01	AUTHORIZED SIGNATURE	8
2.02	PRE-PROPOSAL CONFERENCE.....	8
2.03	SITE INSPECTION	8
2.04	AMENDMENTS TO PROPOSALS	9
2.05	SUPPLEMENTAL TERMS AND CONDITIONS.....	9
2.06	CLARIFICATION OF OFFERS.....	9
2.07	DISCUSSIONS WITH OFFERORS	9
2.08	MINIMUM QUALIFICATIONS.....	9
2.09	EVALUATION OF PROPOSALS	10
2.10	VENDOR TAX ID	10
2.11	F.O.B. POINT	10
2.12	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES.....	10
2.13	APPLICATION OF PREFERENCES	11
2.14	5 PERCENT ALASKA BIDDER PREFERENCE AS 36.30.321(A), AS 36.30.990[25], & 2 AAC 12.260.....	11
2.15	5 PERCENT ALASKA VETERAN PREFERENCE AS 36.30.321(F)	12
2.16	FORMULA USED TO CONVERT COST TO POINTS AS 36.30.250 & 2 AAC 12.260.....	12
2.17	ALASKA OFFEROR PREFERENCE AS 36.30.321 & 2 AAC 12.260.....	13
2.18	CONTRACT NEGOTIATION.....	13
2.19	FAILURE TO NEGOTIATE	14
2.20	NOTICE OF INTENT TO AWARD (NIA) — OFFEROR NOTIFICATION OF SELECTION	14
2.21	PROTEST	14
3.	SECTION THREE STANDARD CONTRACT INFORMATION.....	16
3.01	CONTRACT TYPE	16
3.02	CONTRACT APPROVAL	16
3.03	STANDARD CONTRACT PROVISIONS.....	16
3.04	PROPOSAL AS A PART OF THE CONTRACT.....	16
3.05	ADDITIONAL TERMS AND CONDITIONS AS REQUIRED.....	16
3.06	INSURANCE REQUIREMENTS	16
3.07	NOT USED.....	16
3.08	CONTRACT FUNDING.....	16
3.09	PROPOSED PAYMENT PROCEDURES.....	17

3.10	CONTRACT PAYMENT	17
3.11	INFORMAL DEBRIEFING	17
3.12	CONTRACT PERSONNEL	17
3.13	INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	17
3.14	TERMINATION FOR DEFAULT AND CONTRACT CANCELLATION	17
3.15	NOT USED	17
3.16	CONTRACT CHANGES - UNANTICIPATED AMENDMENTS	17
3.17	CONTRACT INVALIDATION.....	18
3.18	NONDISCLOSURE AND CONFIDENTIALITY.....	18
4.	SECTION FOUR BACKGROUND INFORMATION.....	19
4.01	BACKGROUND INFORMATION	19
5.	SECTION FIVE SCOPE OF SERVICES.....	19
5.01	GENERAL OVERVIEW	19
5.02	OTHER CONSIDERATIONS.....	20
6.	SECTION SIX PROPOSAL FORMAT AND CONTENT.....	22
6.01	PROPOSAL FORMAT AND CONTENT.....	22
6.02	INTRODUCTION.....	22
6.03	UNDERSTANDING OF THE SCOPE OF SERVICES.....	22
6.04	METHODOLOGY USED FOR THE PROJECT	22
6.05	PERSONNEL QUALIFICATIONS	22
6.06	FIRMS QUALIFICATIONS	23
6.07	CONTRACT COST.....	23
6.08	EVALUATION CRITERIA	23
7.	SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION.....	23
7.01	UNDERSTANDING OF THE SCOPE OF SERVICES (10 PERCENT)	23
7.02	METHODOLOGY USED FOR THE PROJECT (5 PERCENT)	23
7.03	PERSONNEL QUALIFICATIONS (20 PERCENT).....	24
7.04	FIRM'S QUALIFICATIONS (15 PERCENT)	24
7.05	CONTRACT COST (40 PERCENT).....	24
7.06	ALASKA OFFEROR PREFERENCE (10 PERCENT)	25
8.	SECTION EIGHT ATTACHMENTS	25
8.01	ATTACHMENTS.....	25
8.02	ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT AUTHORITY / ALASKA ENERGY AUTHORITY	27
8.03	APPENDIX A - AEA GENERAL PROVISIONS	28
9.	SECTION NINE	31
9.01	APPENDIX B INDEMNIFICATION & INSURANCE.....	31

1. SECTION ONE INTRODUCTION AND INSTRUCTIONS

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

Offerors must submit three hard copies of their proposal, in writing, and one electronic copy, to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Alaska Energy Authority (Authority)
Attention: ***Michele Hope***
Request for Proposal (RFP) Number: **15136**
DOA RFP Number: 2015-0800-3137
Project name: ***AEA-Bradley Lake Hydroelectric Project Management Audit Services***
813 West Northern Lights Boulevard
Anchorage, AK 99503-2495

Proposals must be received no later than 2:00 P.M., Alaska Time on **May 28, 2015**. Faxed, emailed, or oral proposals are not acceptable.

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

CONTRACTING OFFICER: ***Michele Hope*** – PHONE **907-771-3036** - FAX **907-771-3044**

If requested, the Authority will provide one hard-copy of the Request for Proposal (RFP) at no cost. Additional RFPs may be purchased for the cost of reproduction, \$.25 per page. The RFP document is available online at <http://aws.state.ak.us/OnlinePublicNotices/Notices/Search.aspx>

1.02 Contract Term and Work Schedule

The contract term and work schedule set out herein represents Alaska Energy Authority's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

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

The approximate contract schedule is as follows:

The initial period of performance is for a period of two-years.

1.03 Purpose of the RFP

The purpose of this RFP is to award a contract providing the Authority with a Management Audit of the Bradley Lake Hydropower Project (BLHP) operations and dispatch.

1.04 Budget

The Authority estimates a budget of between **\$75,000** and **\$100,000** dollars.

1.05 Location of Work

The location(s) the work is to be performed in Anchorage, BLHP, and at the contractor's place of business.

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

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

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

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

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

1.06 Human Trafficking

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

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

Failure to comply with this requirement will cause the Authority to reject the proposal as non-responsive, or cancel the contract.

1.07 Assistance to Offerors with a Disability

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

1.08 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the time set for opening.

1.09 Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the issuing office, addressed to the procurement officer. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

1.10 Addenda

If an Addenda and other notices are issued they will be posted and available on AEA's website at:
<http://www.aideaaeaprocurement.org/Admin>

No oral change or interpretation of any provision contained in this RFP made by any employee or representative of the Authority at any time during the solicitation process should be construed by an Offeror as either an addition or change to the RFP. Written addenda will be issued when changes, clarifications, or amendments to this RFP are deemed necessary by the procurement officer.

An interested Offeror may request modifications to the scope, specifications, deadlines, or administrative requirements. Final acceptance or denial of any request is the decision of the procurement officer. Failure of the procurement officer to respond in writing to a request for addenda to the RFP shall be considered a rejection of the request.

It is the Offeror's responsibility to assure they have received and reviewed all addenda and notices related to the RFP. Proposals that fail to address material requirements in any addenda may be rejected as non-responsive.

1.11 Alternate Proposals

Offerors may only submit one (1) proposal for evaluation.

In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

1.12 Right of Rejection

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the Authority. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision; may be waived by the procurement officer.

The Authority reserves the right to refrain from making an award if it determines that to be in its best interest.
A proposal from a debarred or suspended offeror shall be rejected.

1.13 Authority Not Responsible for Preparation Costs

The Authority will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

1.14 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the Authority and may be returned only at the Authority's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

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

1.15 Subcontractors

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the Authority's request:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence that the subcontractor holds a valid Alaska business license; and
- (f) a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the Authority to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

1.16 Joint Ventures

Joint ventures will not be allowed.

1.17 Offeror's Certification

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

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

- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

1.18 Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Executive Director of Alaska Energy Authority reserves the right to **consider a proposal non-responsive and reject it or** cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

1.19 Right to Inspect Place of Business

At reasonable times, the Authority may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the Authority makes such an inspection, the contractor must provide reasonable assistance.

1.20 Solicitation Advertising

Public notice has been provided in accordance with 2 AAC 12.220.

1.21 News Releases

News releases related to this RFP will not be made without prior approval of the project director.

1.22 Assignment

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

1.23 Disputes

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

1.24 Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

2. SECTION TWO STANDARD PROPOSAL INFORMATION

2.01 Authorized Signature

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the opening date.

2.02 Pre-proposal Conference

None.

2.03 Site Inspection

None.

2.04 Amendments to Proposals

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the Authority's request in accordance with 2 AAC 12.290.

2.05 Supplemental Terms and Conditions

Proposals must comply with Section 1.11 **Right of Rejection**. However, if AUTHORITY fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the AUTHORITY's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- b) if AUTHORITY's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

2.06 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

2.07 Discussions with Offerors

AUTHORITY may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

2.08 Minimum Qualifications

The Authority is requesting proposals responses from firms with capacity and capability of performing a management audit of the project operations. It is desired that the consultant have significant recent experience in the evaluation of the management and physical condition of remote hydro generation facilities and facilities that deliver power to an isolated system.

Offeror's who are interested in responding to this solicitation must demonstrate in their proposal they meet the following minimum requirements:

- 10 years' experience in hydroelectric operations and dispatch
- Experience in assessment of hydro-generation facilities that produce and deliver power to an isolated system.

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

2.09 Evaluation of Proposals

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

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

2.10 Vendor Tax ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the Authority's request.

2.11 F.O.B. Point

Does not apply to this proposal.

2.12 Alaska Business License and Other Required Licenses

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license;
- (b) certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized affidavit that the offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- (f) fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- (g) liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- (h) insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- (i) Mining licenses issued by Alaska Department of Revenue.

Prior the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

2.13 Application of Preferences

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

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

Alaska Products Preference - AS 36.30.332

Recycled Products Preference - AS 36.30.337

Local Agriculture and Fisheries Products Preference - AS 36.15.050

Employment Program Preference - AS 36.30.321(b)

Alaskans with Disabilities Preference - AS 36.30.321(d)

Alaska Veteran's Preference - AS 36.30.321(f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. An offeror's failure to provide this certification letter with their proposal will cause the Authority to disallow the preference.

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

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

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

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

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

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

2.15 5 Percent Alaska Veteran Preference AS 36.30.321(f)

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

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

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

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

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular RFP. See section SEVEN to determine the value, or weight of cost for this RFP.

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

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

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

[STEP 2]

Convert cost to points using this formula.

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

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

Offeror #1 receives 40 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 40 points.

Offeror #2 receives 37.4 points.

$$\begin{array}{r} \$40,000 \\ \text{Lowest} \\ \text{Cost} \end{array} \times \begin{array}{r} 40 \\ \text{Max} \\ \text{Points} \end{array} = 1,600,000 \div \begin{array}{r} \$42,750 \\ \text{Offeror \#2} \\ \text{Adjusted By} \end{array} = \begin{array}{r} 37.4 \\ \text{Points} \end{array}$$

The Application of All Applicable Preferences

Offeror #3 receives 33.7 points.

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

2.17 Alaska Offeror Preference AS 36.30.321 & 2 AAC 12.260

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

EXAMPLE

Alaska Offeror Preference

[STEP 1]

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

Total number of points available - 100 Points

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

[STEP 2]

Add the preference points to the Alaskan offers. There are three offerors: Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 are eligible for the Alaska Offeror Preference. For the purpose of this example presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. Their scores at this point are:

- Offeror #1 - 89 points
- Offeror #2 - 80 points
- Offeror #3 - 88 points

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

- Offeror #1 - **89 points**
- Offeror #2 - **90 points**
- Offeror #3 - **98 points**

Offeror #3 is awarded the contract.

2.18 Contract Negotiation

2 AAC 12.315 CONTRACT NEGOTIATIONS After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the Authority may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in a conference room at the Authority, 813 West Northern Lights Boulevard, Anchorage AK 99503 or by telephone.

2.19 Failure to Negotiate

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the Authority, after a good faith effort, simply cannot come to terms,

AUTHORITY may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

2.20 Notice of Intent to Award (NIA) — Offeror Notification of Selection

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal selected for award.

2.21 Protest

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- a. the name, address, and telephone number of the protester;
- b. the signature of the protester or the protester's representative;
- c. identification of the contracting agency and the solicitation or contract at issue;
- d. a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

3. SECTION THREE STANDARD CONTRACT INFORMATION

3.01 Contract Type

The Authority intends to award a Fixed Price contract for these services. Cost shall include all labor, expenses, and any/all costs associated with providing the described services.

Work shall be requested from the contractor using AEA's Notice to Proceed (NTP) process outlined within this RFP. Extensions to previously authorized NTP(s) may be granted by the Authority to ensure authorized work is satisfactorily completed; however, no new work (no new NTPs) may be assigned or undertaken past the life of the contract. The Authority may assign the NTPs to a new contractor if it is in the best interest of the Authority, or cancel the NTPs in their entirety.

3.02 Contract Approval

This RFP does not, by itself, obligate the Authority. AUTHORITY's obligation will commence when the contract is approved by Alaska Energy Authority Executive Director, or Designee. Upon written notice to the contractor, the Authority may set a different starting date for the contract. The Authority will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the Authority.

3.03 Standard Contract Provisions

Upon award, the contractor will be required to sign and submit the attached Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

3.04 Proposal as a Part of the Contract

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

3.05 Additional Terms and Conditions AS REQUIRED.

AUTHORITY reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

3.06 Insurance Requirements

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the Authority. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract. Reference Appendix B Indemnification and Insurance herein.

3.07 Not Used

3.08 Contract Funding

The Management audit is funded as part of the Bradley Project Management Committee (BPMC) approved budget. BPMC funds are from the utilities for the operation and dispatch of the Bradley Lake Hydroelectric Project.

3.09 Proposed Payment Procedures

Payments are NET30 upon authorized NTP and detailed, approved invoice.

3.10 Contract Payment

Payments will be made on approved invoices submitted for months during which costs are incurred. **FIXED PRICE(S)** payments will be a single lump sum payment equal to the Fixed Price upon acceptable completion of this Agreement, or progress payments not to exceed the Fixed Price.

Payments are limited to the amount(s) cited in each Notice-to-Proceed (NTP) issued for this Agreement. The Contractor expressly has no right to any payment in excess of each NTP amount.

Under no conditions will the Authority be liable for the payment of any interest charges associated with the cost of the contract.

The Authority is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

3.11 Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

3.12 Contract Personnel

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the Authority may be grounds for the Authority to terminate the contract.

3.13 Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in each NTP. All work is subject to inspection, evaluation, and approval by the project director. The Authority may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the Authority to terminate the contract. In this event, the Authority may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

3.14 Termination for Default and Contract Cancellation

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

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

AUTHORITY reserves the right to cancel the contract at its convenience upon five calendar days written notice to the contractor. The Authority is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.

3.15 Not Used

3.16 Contract Changes - Unanticipated Amendments

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

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

3.17 Contract Invalidation

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

3.18 Nondisclosure and Confidentiality

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

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

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

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

4. SECTION FOUR BACKGROUND INFORMATION

4.01 Background Information

The Authority's primary mission is to reduce the cost of Energy in Alaska.

After being created by the Alaska Legislature in 1976, the Alaska Energy Authority (AUTHORITY) worked throughout the 1980s to develop the state's energy resources as a key element in diversifying Alaska's economy. A number of large-scale projects were constructed.

After additional legislation in 1993 and 1999, Authority's primary role was to own existing hydroelectric projects and the Alaska Intertie. Although AEA's role has since expanded programmatically, it still manages and provides oversight to state-owned energy assets.

The Alaska Energy Authority (AUTHORITY) owns Bradley Lake Hydroelectric Project (Project) which was completed in 1991. The project is located at the northeast end of Kachemak Bay about 27 miles from Homer, Alaska. The Project is the largest hydroelectric facility in the state of Alaska with a nominal rating of 120 MW. Facilities include a concrete faced rockfill dam 125 feet in height and 600 feet in length, three and a half mile long power tunnel, powerhouse, barge dock, permanent housing, airstrip, 20 miles of transmission lines and three small diversion systems. An annual average of 380,000 MWh of energy are generated by two 60 MW Pelton wheel units. Each unit has six needle valves that direct the flow of water on the runner.

A Bradley Project Management Committee (BPMC) was formed in 1988 with representatives from each of the power purchasers and Alaska Energy Authority. The BPMC is responsible for the management, operation, maintenance, and improvement of the project, subject to the non-delegable duties of the Alaska Energy Authority. The licensed Project is operated and maintained by Homer Electric Association (HEA) for the Authority. Dispatch services are provided by Chugach Electric Association (CEA)

The project also has a Static Var Compensation (SVCs) system in an AEA fenced area adjacent to the HEA owned Soldotna substation. Breakers are within the HEA area. Maintenance of the SVCs and the associated breakers at Soldotna is by Chugach Electric Association (CEA).

The project also has a Static Var Compensation (SVCs) system at Dave's Creek Substation. Maintenance of the SVCs and the associated breakers at Dave's Creek is by Chugach Electric Association (CEA).

Dispatch of the project is performed by Chugach Electric Association from the Anchorage office.

5. SECTION FIVE SCOPE OF SERVICES

5.01 General Overview

The purpose of the contract is to provide a management audit of the operations and dispatch of the project. Work shall be completed by December 31, 2015.

The Alaska Energy Authority and utilities have several operational objectives for the Project. Primary objectives are:

- Safe work place
- No license violations
- Maximize annual energy production with consideration to forced and planned outages of other generation units
- Maximize daily peaking ability within transmission constraints
- Maximize unit response to system disturbances
- Perform dispatch, plant operations, equipment maintenance, renewal, and replacement work following Prudent Utility Practices
- Compliance with license terms and conditions
- Compliance with environmental laws and regulations
- Perform Plant operations and Dispatch to maximize the benefits to the participants as far as practicable

Detailed Scope of work:

Contractor shall review the following project agreements:

- Second Amended and Restated Operation and Maintenance Agreement for Bradley Lake Hydroelectric Project Between Homer Electric Association, Inc. and Alaska Energy Authority” dated effective July 1, 2008
- Bradley Lake Hydroelectric Project Static Var Compensation System Operation and Maintenance Agreement Between Chugach Electric Association, Inc., and Alaska Energy Authority August 1996
- Bradley Lake Hydroelectric Project Agreement For the Dispatch of Electric Power and for Related Services by and among Chugach Electric Authority, Inc. and The Alaska Energy Authority August 1996, along with the Bradley Lake Hydroelectric Project Allocation and Scheduling Procedures, as revised by the BPMC on March 3, 1993, which iterate and establish the Duties of the Dispatcher.
- Agreement for the Sale and Purchase of Electric Power (“Power Sales Agreement”) by and among Alaska Power Authority (now Alaska Energy Authority), Chugach Electric Authority, Inc., Golden Valley Electric Association, Inc., Municipality of Anchorage d/b/a Municipal Light and Power, City of Seward d/b/a Seward Electric System, Alaska Electric Generation & Transmission Cooperative, Inc., Homer Electric Association, Inc., and Matanuska Electric Cooperative, Inc. (December 1987).
- Bradley Lake Hydropower Project, Plant Operations and Maintenance, Volume 1, 2, & 3, Stone & Webster Engineering, 1992.
- Consenting and Approving Resolution of the Bradley Lake Hydroelectric Project Management Committee Resolution No. 2013-06 Change of Project Operator
- Bradley Lake Power Plant Estimated Long term Repair and Replacement Costs, August 4, 2009, Final Report. Prepared by D. Hittle and Associates. This report is currently being updated; if complete the contractor shall review the updated version which is expected to be available by fall of 2015.

Contractor shall:

- Review the project current operations & maintenance practices and the dispatch of project power;
- Review of project policies, practices, and procedures;
- Evaluate current staffing levels and training procedures considering the work effort at the project;
- Provide a recommended list of skill sets that plant O&M employees should possess;
- Evaluate unmanned or caretaker options for cost savings and risk;
- Provide a cost benefit analysis of maintaining the current project operator, dispatcher, and SVC maintenance;
- Review compliance with the Federal Energy Regulatory Commission (FERC) license;
- Review operator compliance with utility safety standards for maintaining a safe workplace;
- Review operator compliance with environmental requirements;
- Review documentation procedures;
- Provide recommendations for management of the project;
- Recommend prudent facility improvements to increase reliability, security, energy or decrease operating cost taking into account the facility and transmission system uniqueness;
- Review condition of project equipment & controls and determine if they are being properly improved and maintained and that condition is not unreasonably deteriorating;
- Review major projects from start of commercial operations in 1991 with a focus on the last five years of operation, and recommend changes to planning, procurement, and execution of project.
- Provide recommendations for potential operational cost savings
- Review and comment on a 2015 five year plan being prepared for the project
- Meet with owner, dispatch utility and operating utility at the start and before draft audit completed to go over findings and insure accuracy.
- Provide a management audit report with findings and recommendations and present to the BPMC.

Deliverables:

- Draft Audit report – seven copies & electronic version
- Audit report – Ten copies & electronic version

5.02 Other Considerations

- Unless special requests are made (e.g., related to scheduled meetings, or board, or other presentations), the contractor will be free to perform the requested tasks at his/her discretion within the timeframe allotted by the Authority.
- Subcontractors may be used by the contractor, subject to Authority approval.

- The Authority makes no guarantee as to any minimum amount of work that will be given the successful contractor.
- The contractor will be responsible for having all necessary equipment and other resources to perform the tasks.
- The contractor will seek to be efficient with regard to time expended and costs incurred.
- Failure of the contractor to complete work on time may be grounds for termination of the contract.
- Travel to and from the project, from Homer, is only by project aircraft or watercraft. This travel is coordinated through the Plant Manager.
- Contractor is expected to minimize the needs for travel, to and from the project.
- Overnight facilities are available at the Project (Crew dorm rooms, Kitchens, bedding). It will be necessary to coordinate any overnight stay through the Plant Manager due to extensive work schedules this year.
- Food supply and preparation is the responsibility of the individual(s) staying overnight. There are no facilities available for purchasing food or supplies at the project.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format and Content

The Authority wishes to discourage unnecessarily lengthy and costly proposal preparation, yet all proposals must contain the following information, formatted as requested. Proposals shall be concise, limited to the requested information and not exceed **ten (10) pages** in length (excluding letter of transmittal, and fee schedule,). The Authority's evaluation committee will not evaluate or score excess information. For the purposes of this RFP, One-page (1-page) means one-side of a single lined, typed, 8-1/2" X 11", piece of paper. Marketing brochures, federal standard forms 254 and 255, marketing resumes, and other non-project specific materials will be discarded without evaluation and should not be submitted.

Failure to follow this format for a proposal or failure to include complete information as requested may result in a lower score or disqualification of the proposal depending on the severity of the discrepancy.

Interested parties are to provide a restatement of the scope of work in the Contractors words.

6.02 Introduction

Proposals must include a transmittal letter with the complete name and address of offeror's firm; and the name, mailing address, and telephone number of the person the Authority should contact regarding the proposal. Include a statement regarding your firm qualification for the Alaska preferences, if applicable.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

6.03 Understanding of the Scope of Services

Response must **demonstrate your comprehension of the objectives and services** for the proposed contract. Do not merely duplicate the Statement of Services provided with this RFP. Also, consider if Statement of Services is sufficiently explicit; are expressed or implied schedules attainable/economically feasible; etcetera? Explain. **Define any assumptions made** in formulating Criteria Response.

6.04 Methodology Used for the Project

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the Authority's project schedule.

Response must outline the methods for accomplishing the proposed contract. Describe what, when, where, how, and in what sequence the work will be done. Address how proximity to the Project site, *particular* geographic familiarity, experience, and capabilities of your firms (Offeror and Proposed Subcontractors) and Project Staff might *specifically* contribute to the proposed methods. Identify the amount and type of work to be performed by any Subcontractors. Consider how each task may be carried out; what services or interaction required from/with the Contracting Agency; etcetera. Suggest alternatives, if appropriate. Identify any **distinct and substantive qualifications** for undertaking the proposed contract such as the availability of specialized equipment or unique approaches or concepts **relevant to the required services** which the firms may use.

6.05 Personnel Qualifications

Describe the work to be performed by the individuals you name to perform essential functions and detail their specific qualifications and substantive **experience directly related to the proposed contract**. A response prepared specifically for this proposal is required. Marketing resumes often include non-relevant information which may detract from the evaluation of proposal. Lists of projects are not useful. Focus on individual's specific duties and responsibilities and how project experience is relevant to the proposed contract.

For each person named, identify their: employer, professional discipline or job classification and state of residency. List at least 3 professional references (contact persons and telephone numbers) for each person.

6.06 Firms Qualifications

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

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

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

6.07 Contract Cost

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

6.08 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criterion that is set out in Section SEVEN.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

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

SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

7.01 Understanding of the Scope of Services (10 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] To what degree has the offeror demonstrated an understanding of the deliverables the Authority expects it to provide?
- [d] Has the offeror demonstrated an understanding of the Authority's time schedule and can meet it?

7.02 Methodology Used for the Project (5 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- [b] How well does the methodology match and achieve the objectives set out in the RFP?
- [c] Does the methodology interface with the time schedule in the RFP?
- [d] To what extent has the offeror identified potential problems?

7.03 Personnel Qualifications (20 Percent)

Proposals will be evaluated against the questions set out below:

Questions regarding the personnel:

- Do the individuals assigned to the project have experience on similar projects?
- Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- How extensive is the applicable education and experience of the personnel designated to work on the project?

7.04 Firm's Qualifications (15 Percent)

Proposals will be evaluated against the questions set out below:

Questions regarding the Firm:

- How well has the firm demonstrated experience in completing similar projects on time and within budget?
- How successful is the general history of the firm regarding timely and successful completion of projects?
- Has the firm provided letters of reference from previous clients?
- If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

7.05 Contract Cost (40 Percent)

40% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

Provide proposed costs for all labor, subcontracts, equipment, expenses, etc., and a proposed amount for Fee. Each price proposal must be signed and dated by the person who prepares it.

PRICE ESTIMATE FORMAT

1. * Direct Costs of Direct Labor (DCDL). Provide a table with the following columns (Names required only for key staff and persons "in-responsible-charge"):

<u>Job Classification</u>	<u>Name</u>	<u>Total Hours</u>	<u>Rate (\$/hr) *</u>	<u>Estimated Cost (\$)</u>	<u>Total DCDL \$ _____</u>
					<u>Total DCDL \$ _____</u>
2. * Indirect Costs (IDC). IDC Rate: _____% Total IDC \$ _____
3. Subcontracts. List each, the amount for each and **attach an estimate in this format for each.** Total Subcontracts \$ _____
4. Expenses. (Equipment, transportation, food and lodging, reproduction, etc. - if not included in Indirect Costs.) Amounts shall be based on actual cost to the Offeror, without any profit or other markup. Provide a table with the following columns:

<u>Item</u>	<u>Quantity</u>	<u>Cost (\$/Unit)</u>	<u>Estimated Cost (\$)</u>	<u>Total Expenses \$ _____</u>
				<u>Total Expenses \$ _____</u>
5. * Total Estimated Cost. Sum of DCDL + IDC + Subcontracts + Expenses. Total Cost \$ _____
6. * Proposed Fee. List a proposed **amount** (not a percentage) for profit. Fee \$ _____
7. Total Estimated Price. Sum of Total Estimated Cost plus Proposed Fee. Total Price \$ _____

*Sole proprietorships and small firms that do not maintain an accounting system that separately identifies costs for "payroll" benefits and overhead, for routine allocation of such costs to jobs, may omit items 2, 5, & 6 if the Rates (\$/hr) in

Item 1 are proposed as Billing Rates (DCDL + IDC + FEE). **Firms that routinely allocate Indirect Costs to projects may not use Billing Rates for this estimate.**

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.16.

7.06 Alaska Offeror Preference (10 Percent)

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

SECTION EIGHT ATTACHMENTS

8.01 Attachments

1. Sample Contract
2. Debarment Certification
3. Appendix A - AEA General Provisions



AEA 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 15136	2. DGS Solicitation Number	3. Description Bradley Management Audit	4. Agency Assigned Encumbrance Number
5. Vendor Contact	6.	7. Alaska Business License Number	
This contract is between			
8. Department of Alaska Energy Authority		hereafter the Authority or AEA,	
9. Contractor		hereafter the Contractor	
Mailing Address			
<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 style="margin-left: 20px;">2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p style="margin-left: 20px;">2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p style="margin-left: 20px;">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 _____, and Ends _____.</p> <p>ARTICLE 4. Considerations:</p> <p style="margin-left: 20px;">4.1 In full consideration of the contractor's performance under this contract, the Authority shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p style="margin-left: 20px;">4.2 When billing the Authority, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Alaska Energy Authority (AEA) 813 W Northern Lights Boulevard, Anchorage, AK 99503		Attention: Department Finance	
Email aeapayables@aidea.org		Attention: Michael Lamb	
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			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division	Date		
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director Sara Fisher-Goad, AEA Executive Director		Michele Hope, Contracting Officer	

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

**8.02 ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT
AUTHORITY / ALASKA ENERGY AUTHORITY**

**CERTIFICATION OF CONTRACTOR AND LOWER-TIER PARTICIPANTS
REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND
VOLUNTARY EXCLUSION**

Contractor

PLEASE INSERT YOUR COMPANY'S NAME AND ADDRESS IN THIS BOX

I, _____ hereby certify on behalf

(Name and title of official)

of _____ that:

(Name of contractor)

- (1) The prospective contractor and lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. In the event, your company or any principals become ineligible from participating in federally funded transactions, you are required to notify us immediately.
- (2) When the prospective contractor and lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Executed this _____ day of _____, 20____

By: _____

(Signature of authorized official)

(Title of authorized official)

8.03 APPENDIX A - AEA 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 3 AAC 100.590.

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 procurement officer, 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 Authority 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 procurement officer.

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 procurement officer.

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 Authority 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 Authority 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 procurement officer, 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 Authority 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.

SECTION NINE

9.01 APPENDIX B INDEMNIFICATION & INSURANCE

Requirements

Article 1. Indemnification

The Contractor shall indemnify, defend, and hold harmless the Authority from and against any claim of, or liability for, negligent acts, errors, and omissions of the Contractor under this contract. The Contractor shall not be required to indemnify, defend, or hold harmless the Authority for a claim of, or liability for, the independent negligent acts, errors, and omissions of the Authority. If there is a claim of, or liability for, a joint negligent act, error or omission of the Contractor and Authority, the indemnification, defense and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Contractor" and "Authority" include the employees, agents and other contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, or omissions" means negligence other than in the Authority' 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 obligation, Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this contract 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 Authority shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the procurement 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. For Contractor's services performed in Alaska, 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 Authority and the State of Alaska

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

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

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

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