

ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT
AUTHORITY

REQUEST FOR PROPOSALS

OUTSIDE LEGAL COUNSEL/ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT AUTHORITY (AIDEA) RFP 24088

ISSUED 11/30/2023

MULTIPLE CONTRACTS TO PROVIDE AS-NEEDED EXPERTISE ON A VARIETY OF LEGAL
SPECIALTIES OF INTEREST TO AIDEA.

ISSUED BY:

AIDEA

PRIMARY CONTACT:

KELLY NOBLE

AIDEA CHIEF PROCUREMENT OFFICER

PROCUREMENT@AIDEA.ORG

(907) 771-3909

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM AIDEA OF ALASKA "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

AIDEA is soliciting proposals to procure multiple contracts to provide as-needed legal expertise on a number of specialties in support of commercial transactions, development projects, environmental matters, bankruptcy, collections, project financing, personnel and employment issues, contracts, easement and access rights, constitutional matters, and tort liability defense. See **SECTION 4** for details.

SEC. 1.02 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **1:00PM prevailing Alaska Time on Wednesday, Dec 27, 2023**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.03 PRIOR EXPERIENCE

Offerors may apply in one or more areas of specialty. In order for offers to be considered responsive, Offerors must demonstrate 10 years of experience for the applied specialty areas.

1. Commercial Transactions

All aspects of commercial transactions, including negotiation, structuring, finance, due diligence, drafting, closing, and litigation related to large, complex commercial transactions.

2. Development Projects

Development and infrastructure projects to support natural resource development with an emphasis on projects related to development of mineral, oil and gas, renewable energy, hydro-power development, including the permitting, finance and contractual negotiation of such projects.

3. Environmental

Environmental compliance, including experience working directly with federal and state regulators (the Environmental Protection Agency, the Bureau of Land Management, the Army Corps of Engineers, and the Alaska Department of Environmental Conservation) on National Environmental Policy Act procedures, air and water compliance matters, and environmental litigation, including experience in liability and cost allocation among responsible parties under CERCLA or AS 46.03.822.

4. Bankruptcy

Representing creditors in bankruptcy proceedings and complex collection cases.

5. Collections

Handling all aspects creditor collections and foreclosures, including non-judicial foreclosures.

6. Project Financing

Project structuring and finance issues, including different forms of direct and indirect financing, bonding, government regulations, construction, offtake and other contractual issues, and local, state and national legal considerations.

7. Personnel and Employment

All aspects of employee recruitment, training, mentoring, termination, compensation, and management, including litigation and counseling, compliance with state and federal laws (including

the Family Medical Leave Act, the Americans with Disabilities Act), wage and hour matters, discrimination, and whistle blower retaliation.

8. Contracts

Create, negotiate, manage, monitor and litigate contractual agreements, including to ensure compliance with local, state, and federal law, and provide guidance and counsel in understanding contractual terms and conditions.

9. Easement and Access Rights

Prepare, negotiate and litigate all aspects of easement and right-of-way issues, including during project development, and involving both public and private rights-of-way, and access rights arising from the Alaska Statehood Compact, Revised Statute 2477, Federal Land Policy and Management Act, condemnation, implication, the Alaska National Interest Lands Conservation Act and the Alaska Native Claims Settlement Act.

10. Constitutional Matters

Interpret and apply the United States and Alaska Constitutions to all aspects of AIDEA's legal work, including analyzing and applying challenges related to statutory and regulatory enactments (or enforcement) on constitutional grounds, and application of constitutional provisions including the Dormant Commerce Clause, and the Due Process and the Equal Protection Clauses.

11. Tort Liability Defense

Tort liability defense, including defending a state agency.

An Offeror's failure to meet the minimum prior experience requirements for any specialty areas for which they have applied will cause their proposal to be considered non-responsive and rejected.

SEC. 1.04 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of an Offeror's proposal upon which award could not be made.

SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed 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.

Chief Procurement Officer: KELLY NOBLE – PHONE 907-771-3909 - procurement@aidea.org.

SEC. 1.06 RETURN INSTRUCTIONS

To ensure timely receipt of the proposal during the pandemic, AIDEA prefers applicants return proposals via email to procurement@aidea.org, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to procurement@aidea.org as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the Offeror). The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by AIDEA is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, AIDEA recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

It is the Offeror's responsibility to contact the issuing agency at **907-771-3909** to confirm that the proposal has been received. AIDEA is not responsible for unreadable, corrupt, or missing attachments.

If using U.S. Mail, use the following address:

Alaska Industrial Development and Export Authority
Attention: Kelly Noble
Request for Proposal (RFP) Number: 24088
RFP Title: LEGAL COUNSEL/ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT
AUTHORITY

SEC. 1.07 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) 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 date set as the deadline for receipt of proposals.

(b) OFFEROR'S CERTIFICATION

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

- A. the laws applicable to AIDEA, and 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; and
- G. that the offers will remain open and valid for at least 90 days.

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

(c) VENDOR TAX ID

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

(d) 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 AIDEA of Alaska or formerly employed by AIDEA of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer 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 contract to be performed by the Offeror.

(e) FEDERAL REQUIREMENTS

The Offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

SEC. 1.08 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.

SEC. 1.09 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 AIDEA's request in accordance with 2 AAC 12.290.

SEC. 1.10 AMENDMENTS TO THE RFP

If an amendment is issued, it will be provided to all who were notified of the RFP and to those who have registered with the procurement officer after receiving the RFP from AIDEA of Alaska Online Public Notice website.

SEC. 1.11 RFP SCHEDULE

The RFP schedule set out herein represents AIDEA's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

- Issue RFP **November 30th, 2023**
- Deadline for Receipt of Proposals 4pm prevailing Alaska Time **December 27TH, 2023**
- Proposal Evaluation Committee complete evaluation by **January 3RD, 2024**
- AIDEA issues Notice of Intent to Award a Contract **January 10th, 2024** (Minimum period between issuing Notice of Intent and issuing contract is 10 days to allow time for protests.)
- AIDEA issues contract **January 24th, 2024**
- Contract start **January 24th, 2024**

This RFP does not, by itself, obligate AIDEA. AIDEA's obligation will commence when the contract is approved by the Project Manager or his designee. Upon written notice to the contractor, AIDEA may set a different starting date for the contract. AIDEA 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 AIDEA.

SEC. 1.12 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

AIDEA is a public corporation and government instrumentality of AIDEA of Alaska within the Department of Commerce, Community and Economic Development having a separate and independent legal existence established in Alaska Statutes under AS 44.88.050 (c) to employ its own counsel.

Governed by a seven-member Board, AIDEA was created by the Alaska Legislature in 1967 to promote, develop, and advance the general prosperity and economic welfare of the people of Alaska by various means of financing and investment. AIDEA's areas of interest include: Conduit Revenue Bonds; Loan Participation; Project Finance; Arctic Infrastructure Development; Sustainable Energy Development Fund; and Small Business Loans.

Applicants are encouraged to visit AIDEA's website to become familiarized with the details of AIDEA's current programs <http://www.aidea.org>

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

Legal services to AIDEA to be assigned matters on a case-by-case basis and other contract legal counsel. Upon request, counsel will provide services to an Authority related to the specialty area for which it was selected. Such services may include general advice in the specialty area, consultation with other attorneys representing AIDEA, or representation of AIDEA in federal or state litigation or administrative proceedings.

In order to provide AIDEA with maximum flexibility and the widest array of legal expertise, AIDEA reserves the right to award multiple contracts as the result of this solicitation, and possibly multiple contracts within in an area of specialization. If more than one contract is awarded, work will be assigned based on AIDEA's assessment of the individual firm's ability to provide the services required at the time they are needed.

Proposals must be submitted with the understanding that they may form a material part of any subsequent contract. Proposals should be complete as to all terms and conditions. All terms and conditions must be guaranteed by respondents for the full period of the contract and any renewal periods. The successful proposals

The areas of specialization for which AIDEA seeks legal services are:

1. Commercial Transactions

All aspects of large commercial transactions, including negotiation, structuring, finance, due diligence, drafting, closing, and litigation related to large, complex commercial transactions.

2. Development Projects

Development and infrastructure projects to support natural resource development with an emphasis on projects related to development of mineral, oil and gas, renewable energy, hydro-power development, including contract, permitting and finance of such projects.

3. Environmental

Environmental compliance, including experience working directly with federal and state regulators (the Environmental Protection Agency, the Bureau of Land Management, the Army Corps of Engineers, and the Alaska Department of Environmental Conservation) on National Environmental Policy Act procedures, air and water compliance matters; and environmental litigation, including experience in liability and cost allocation among responsible parties under CERCLA or AS 46.03.822.

4. Bankruptcy

Representing creditors in bankruptcy proceedings and complex collection cases.

5. Collections

Collections and foreclosures, including non-judicial foreclosures.

6. Project Financing

Project structuring and finance issues, including different forms of direct and indirect financing, bonding, government regulations, construction, offtake and other contractual issues, and local, state and national law considerations.

7. Personnel and Employment

All aspects of employee recruitment, training, mentoring, termination, compensation, and management, including litigation and counseling, compliance with state and federal laws (including the Family Medical Leave Act, the Americans with Disabilities Act), wage and hour matters, discrimination on the basis of age, disability, national origin, race, religion, sex and sexual harassment and whistle blower retaliation.

8. Contracts

Create, negotiate, manage, monitor and litigate contractual agreements, including to ensure compliance with local, state, and federal law, and provide guidance and counsel in understanding contractual terms and conditions.

9. Easement and Access Rights

Prepare, negotiate and litigate all aspects of easement and right-of-way issues, including during project development, and involving both public and private roads, and access rights arising from the Alaska Statehood Compact, Revised Statute 2477, Federal Land Policy and Management Act, condemnation, implication, the Alaska National Interest Lands Conservation Act and the Alaska Native Claims Settlement Act.

10. Constitutional Matters

Interpret and apply the United States and Alaska Constitutions to all aspects of AIDEA's legal work, including analyzing and applying challenges related to statutory and regulatory enactments (or enforcement) on constitutional grounds, and application of constitutional provisions including the Dormant Commerce Clause, and the Due Process and the Equal Protection Clauses.

11. Tort Liability Defense

Tort liability defense, including defending a state agency.

Firms may apply for one or more specialty areas. At present there is not an estimate on the specific number of hours of legal services that may be required annually in any specialty area. Some areas may require only infrequent services. The actual number of hours will depend in large part on AIDEA's legal needs in a particular specialty area.

The initial length of the contract will be from the date of award on approximately January 24, 2024, for three years with three additional one year options to renew (potentially through January 24, 2030).

This contract is an as-needed professional services contract.

SEC. 3.02 PROPOSED PAYMENT PROCEDURES

AIDEA will make payments in response to monthly billings itemizing: date work conducted, amount of time, billing professional name and hourly rate, and a description of work. With appropriate receipts and supporting documentation reasonable out of pocket expenses will be reimbursed in accordance with the AIDEA's standard contract.

No payment will be made until the contract is approved by the Project Manager or the Project Manager's designee. Under no conditions will AIDEA be liable for the payment of any interest charges associated with the cost of the contract. AIDEA 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.

Any single contract payment of \$1 million or higher must be accepted by the contractor via Electronic Funds

Transfer (EFT).

SEC. 3.03 CONTRACT PRICE ADJUSTMENTS

Consumer Price Index (CPI): Contract prices will remain firm through January 24, 2030.

The contractor may request price adjustments, in writing, 30 days prior to the contract renewal date. Requests must be in writing and must be received 60 days prior to the contract renewal date. If the contractor fails to request a CPI price adjustment 30 days prior to the contract renewal date, the adjustment will be effective 30 days after AIDEA receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, for the location in which the firm is based.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December 2024); and each (January through June OR July through December 2025 six-month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

All price adjustments must be approved by the procurement officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the procurement officer.

All price adjustments must be approved by the procurement officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the procurement officer.

SEC. 3.04 LOCATION OF WORK

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 these requirements may cause AIDEA to reject the proposal as non-responsive, or cancel the contract.

SEC. 3.05 JOINT VENTURES

Joint ventures are acceptable. If submitting a proposal as a joint venture, the Offeror must submit a copy of the joint venture agreement which identifies the principals involved and their rights and responsibilities regarding performance and payment.

SEC. 3.06 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.07 F.O.B. POINT

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

SEC. 3.08 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 Manager or procurement officer. Changes that are not approved by AIDEA may be grounds for AIDEA to terminate the contract.

SEC. 3.09 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

The contractor will not commence additional work until the procurement officer has secured any required AIDEA approvals necessary for the amendment and issued a written contract amendment, approved by the Project Manager or Project Manager's designee.

SEC. 3.10 NONDISCLOSURE AND CONFIDENTIALITY

Contractor shall abide by the confidentiality requirements of the Rules of Professional Conduct and preserve the confidences and secrets of AIDEA.

In addition, 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 AIDEA 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 AIDEA 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 AIDEA 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 AIDEA with written notice of the requested disclosure (to the extent such notice to AIDEA is permitted by applicable law) and giving AIDEA opportunity to review the request. If the contractor receives no objection from AIDEA, it may release the confidential information within 30 days. Notice of the requested

disclosure of confidential information by the contractor must be provided to AIDEA within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of AIDEA, 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.

SEC. 3.11 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.

SEC. 3.12 INSURANCE REQUIREMENTS

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, AIDEA 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. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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 AIDEA.

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 \$5,000,000 combined single limit per claim.

Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$5,000,000 combined single limit per claim.

Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$5,000,000 per claim /annual aggregate.

SEC. 3.13 TERMINATION FOR DEFAULT

If the Project Manager or procurement 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, AIDEA 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 AIDEA's termination rights under the contract provisions of Appendix A, attached in **SECTION 8. ATTACHMENTS** to this Professional Services Contract

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

AIDEA discourages overly lengthy and costly proposals. In order for AIDEA to evaluate proposals fairly and completely, Offerors must follow the format set out in this RFP and provide all information requested.

SEC. 4.02 INTRODUCTION & OFFEROR CERTIFICATION

Proposal must include the complete name and address of Offeror's firm and the name, mailing address, and telephone number of the person AIDEA should contact regarding the proposal. Proposal must confirm that the Offeror will comply with all provisions in this RFP. If applicable, Offeror must provide notice that the firm qualifies as an Alaskan bidder (if so, Offeror must also include completed **Attachment D**). Proposal must be signed by a company officer empowered to bind the company. An Offeror's failure to include these items in the proposal may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 4.03 CONFLICTS FORM

AIDEA is sensitive to the issue of conflicts of interest and the duty of loyalty as they may relate to the legal services being proposed. In your proposal, you must identify the existence of any potential conflicts of interest under the Rules of Professional Conduct, and you must identify any lawsuits and disputes in which you represent parties whose interests may be adverse to AIDEA. Please use the Conflicts Form, Attachment A

SEC. 4.04 FIRM ORGANIZATION & RESOURCES

Provide a general discussion of the firm including:

- A detailed discussion of the firm's ownership, headquarters, branch or affiliate offices and length of time in business.
- A detailed discussion of the firm's structure, size and capabilities.
- Discuss the firm's ability to evaluate the effectiveness of its service and monitor its cumulative costs and fees associated with each matter assigned to the firm under the contract.
- Include any other information felt to be pertinent that you wish to provide.

SEC. 4.05 SPECIALTY EXPERIENCE AND QUALIFICATIONS

Submit a separate section 4.05 for each area of specialization with the information below.

- A detailed discussion of the firm's understanding, knowledge of, legal experience in the specialty area,

and in particular, legal experience in the specialty area related to programs, projects, or operations similar to those of AIDEA.

- An organizational chart showing lead attorney for that specialization and the specialization team members
- Resumes of all staff who will bill under the contract
- As appropriate under the rules of professional attorney/client confidentiality, provide a listing of any current or past clients for whom work was performed similar to that sought by AIDEA. Include a brief description of service provided and a contact name and phone number for the reference.

SEC. 4.06 ALASKA OFFEROR PREFERENCE

In order to be considered for or receive credit for the Alaska Offeror preference of 10%, under AS 36.30.321(d), please complete the Alaska Bidder Preference Certification Form. (Attachment D)

SEC. 4.07 COST PROPOSAL

- A) Offerors must submit a roster with names, titles and hourly rates for all individuals who will bill under the contract.
- B) For the purposes of proposal evaluation only, Offerors must also complete and submit the attached Cost Proposal Form Attachment B
- C) For the purposes of proposal evaluation only, the price of firms qualifying for Alaska Bidder Preference is lowered by 5%

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.**

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.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

SEC. 5.01 FIRM ORGANIZATION & RESOURCES (15%)

- 1) Does the firm have stability and the capacity to serve the needs of AIDEA?
- 2) Is the organization of the project team clear with clear lines of communication?
- 3) Is there administrative capacity to monitor costs and fees associated with each matter?
- 4) Did the firm include a list of references with description of work, names and phone numbers?
- 5) If committee chose to contact references, did references support or contradict applicant's written assertions concerning stability, communication, and administrative management?

SEC. 5.02 SPECIALTY AREA EXPERIENCE & QUALIFICATIONS (55%)

Applicants have created a separate section for each specialty area for which they wish to be considered.

Applicants will only be evaluated and awarded points for the specialty areas identified. As a result and by way of example, an Applicant who has only identified one specialty area, but has demonstrated an outstanding level of experience and qualifications as to that specialty area, might potentially receive 55 points under this criteria. Another applicant who has identified all 11 specialty areas, but when considering those specialty areas in their totality only possesses roughly half of the experience and qualifications available, would only receive approximately 27.5 total points for this criteria. The distinction is that if both Applicants are awarded contracts under this multi-party Request for Proposals, the Applicant who has identified one specialty area can only be retained to perform work in the specialty identified. Whereas the Applicant who has identified multiple specialty areas could be considered to perform work in any of the areas of specialty they identified in their Response. Further, once scoring has occurred and contracts are awarded to multiple parties, AIDEA will be entitled to have work performed by any of the successful Applicants irrespective of their scoring as to this category. The only necessity is that an applicant can only be used to perform work within a specialty area it identified in its Response. Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

- a) Do the individuals have experience on similar projects?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- c) If the proposal evaluation committee chooses to contact references, do references support or contradict applicant's written assertions concerning experience?

SEC. 5.03 CONTRACT COST (20%)

Converting Cost to Points

The procurement officer will calculate costs and point values. 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 6.15.

SEC. 5.04 ALASKA OFFEROR PREFERENCE (10%)

If an Offeror qualifies as an Alaska Bidder, the Alaska Offeror Preference will also be extended. The preference will be 10% of the total available points. This amount will be added to the overall evaluation score of each qualifying Alaskan Offeror.

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

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

SEC. 6.02 ALASKA BUSINESS LICENSE AND LICENSE TO PRACTICE LAW

Prior to the award of a contract, (but not at the time of proposal submission) an Offeror, and/or all persons identified as potentially providing attorney services on behalf of the Offeror, must hold or be operating under an entity possessing a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference 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, PO 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:

- copy of an Alaska business license;
- certification on the proposal that the Offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from AIDEA's occupational licensing office; or
- a sworn and notarized statement 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:

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

Prior to the award of a contract, (but not at the time of proposal submission) an Offeror, and/or all persons identified as potentially providing attorney services on behalf of the Offeror, must possess a law degree from an accredited United States law school and must be licensed to practice Law in Alaska, or any other State Jurisdiction, without restriction. Offerors should contact the **Alaska Bar Association, 840 K Street, Suite 100, Anchorage, Alaska 99501** for information on attorney professional licensing in Alaska as well as the legal requirements for providing legal services in the State of Alaska.

SEC. 6.03 SITE INSPECTION

AIDEA may conduct on-site visits to evaluate the Offeror's capacity to perform the contract. An Offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide AIDEA reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at AIDEA's expense will make site inspection.

SEC. 6.04 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.

SEC. 6.05 DISCUSSIONS WITH OFFERORS

AIDEA 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.

SEC. 6.06 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three AIDEA employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.**

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.

SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the Offeror(s) of the highest-ranked proposals. 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 Offerors fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, AIDEA may

terminate negotiations and negotiate with the Offerors of the next highest-ranked proposals. If contract negotiations are commenced, they will be held telephonically in light of social distancing practices due to Covid-19.

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected Offerors

- 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 Offerors and AIDEA, after a good faith effort, simply cannot come to terms,

AIDEA may terminate negotiations with the Offerors initially selected and commence negotiations with the next highest ranked Offeror.

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all Offerors who submitted proposals. The notice will set out the names of all Offerors and identify the Offerors selected for award.

SEC. 6.10 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:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;

- 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 telex or 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 AIDEA Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SEC. 6.11 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 Shared Service's** web site:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- 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)

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 list 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 AIDEA to disallow the preference.**

Sec. 6.12 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the price in the proposal for qualifying applicants. 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 AIDEA 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 AIDEA, is a sole proprietorship and the proprietor is a resident of AIDEA, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of AIDEA, or is a partnership under former AS 32.05, AS 32.06 or AS 32.11 and all partners are residents of AIDEA; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An Offeror does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. An Offeror's failure to provide this completed form with their proposal will cause AIDEA to disallow the preference.

SEC. 6.13 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an Offeror who qualifies under AS 36.30.990(2) 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.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An Offeror's failure to provide this completed form with their proposal will cause AIDEA to disallow the preference.

SEC. 6.14 ALASKA OFFEROR PREFERENCE

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

SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS

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 using the formula:

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

SEC. 6.16 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES

(a) FORMULA USED TO CONVERT COST TO POINTS

STEP 1

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

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

STEP 2

In this example given for the purposes of explanation only, 40% of the available 100 points are apportioned to cost. This means that the lowest cost will receive the maximum number of points.

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.

\$40,000 lowest cost x 40 maximum points for cost = 1,600,000 ÷ \$42,750 cost of Offeror #2's proposal = 37.4

Offeror #3 receives 33.7 points.

\$40,000 lowest cost x 40 maximum points for cost = 1,600,000 ÷ \$47,500 cost of Offeror #3's proposal = 33.7

(b) ALASKA OFFEROR PREFERENCE

STEP 1

Determine the number of points available to qualifying Offerors under this preference.

100 Total Points Available in RFP x 10% Alaska Offeror preference = 10 Points for the preference

STEP 2

Determine which Offerors qualify as Alaska bidders and thus, 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. The scores at this point are:

Offeror #1	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offeror Preference	10 points
Offeror #3	80 points	Alaska Offeror Preference	10 points

STEP 3

Add the applicable Alaska Offeror preference amounts to the Offeror's scores:

Offeror #1 83 points
Offeror #2 84 points (74 points + 10 points)
Offeror #3 90 points (80 points + 10 points)

STEP 4

Offeror #3 is the highest scoring Offeror and would get the award, provided their proposal is responsible and

responsive.

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit AIDEA's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached in **SECTION 8. ATTACHMENT C** for your review. 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 AIDEA. Objections to any of the provisions in Appendix A must be set out in the Offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

1. Identify the provision the Offeror takes exception with.
2. Identify why the provision is unjust, unreasonable, etc.
3. Identify exactly what suggested changes should be made.

SEC. 7.02 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an Offeror for award of a contract issued under AS 36.30, the Offeror must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the RFP.

If the Offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the Offeror as a qualified Offeror under AS 36.30.

SEC. 7.03 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 7.04 ADDITIONAL TERMS AND CONDITIONS

AIDEA 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.

SEC. 7.05 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: <https://www.state.gov/trafficking-in-persons-report/>

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

SEC. 7.06 RIGHT OF REJECTION

Offerors must comply with all of the terms of the RFP, AIDEA 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 AIDEA. 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.

AIDEA 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.

SEC. 7.07 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 7.08 DISCLOSURE OF PROPOSAL CONTENTS

All proposals and other material submitted become the property of AIDEA of Alaska and may be returned only at AIDEA'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. The Offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

SEC. 7.09 ASSIGNMENTS

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. Proposals that are conditioned upon AIDEA's approval of an assignment will be rejected as non-responsive.

SEC. 7.10 DISPUTES

A contract resulting from this RFP is governed by the laws of AIDEA of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with AIDEA by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of AIDEA of Alaska and not elsewhere.

SEC. 7.11 SEVERABILITY

If any provision of the contract is found to be invalid or 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.

SEC. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.06 RIGHT OF REJECTION**. However, if AIDEA fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish AIDEA'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:

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

if AIDEA'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.

SEC. 7.13 SOLICITATION ADVERTISING

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

SEC. 7.14 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:

- a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
- b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** AIDEA reserves the right to request verification of Federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

- 1) Attachment A - Conflicts of Interest Form
- 2) Attachment B - Cost Proposal Worksheet
- 3) Attachment C – Law Standard Professional Services Contract
- 4) Attachment D - Alaska Offeror Certification Form

FIRM NAME:

Lead Attorney

Last Name, First	Hourly Rate	Average	Multiplier	Sum
	\$ -		150	\$ -

Partners/Of Counsel

Last Name, First	Hourly Rate	Average	Multiplier	Sum
	\$ -			
	\$ -			
	\$ -			
	\$ -			
	\$ -	\$ -	75	\$ -
	\$ -			
	\$ -			
	\$ -			
	\$ -			

Attorneys

Last Name, First	Hourly Rate	Average	Multiplier	Sum
	\$ -			
	\$ -			
	\$ -			
	\$ -			
	\$ -	\$ -	100	\$ -
	\$ -			
	\$ -			
	\$ -			
	\$ -			

Associates

Last Name, First	Hourly Rate	Average	Multiplier	Sum
	\$ -			
	\$ -			
	\$ -			
	\$ -			
	\$ -	\$ -	125	\$ -
	\$ -			
	\$ -			
	\$ -			
	\$ -			

TOTAL
 This amount is used for the purpose of proposal evaluation only \$ -

STANDARD AGREEMENT FORM

1. Agency Contract #	2. Billing Questions	3. Financial Coding	4. EN #
5. Vendor Number	Project Legal Services to AIDEA for _____		6. Alaska Business License Number
This contract is between the Alaska Industrial Development and Export Authority,			
7. Department of			hereafter AIDEA, and
8. Contractor			hereafter the Contractor
Mailing Address	Street or P.O.	City	State ZIP+4
9.			
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 26, governs the performance of services under this contract.			
2.2 Appendix B sets forth the liability and insurance provisions of this contract.			
2.3 Appendix C sets forth the services to be performed by the contractor.			
ARTICLE 3. Period of Performance: The period of performance for this contract begins <u>January 24, 2024</u> and ends <u>January 23, 2027</u> , with AIDEA reserving the option to renew for three additional one-year periods (potentially through January 23, 2030.)			
ARTICLE 4. Considerations:			
4.1 In full consideration of the contractor's performance under this contract, AIDEA shall pay the contractor a sum not to exceed \$2,000,000.00 in accordance with the provisions of Appendix D.			
4.2 When billing AIDEA, the contractor shall refer to Agency Contract Number 24088 and send the billing to the appropriate Project Manager listed below with a courtesy copy to AIDEAAP@aidea.org			
10. Authority of AIDEA	Attention: AIDEA Payables		
Email Invoices to ksullivan@aidea.org and AIDEAAP@aidea.org			
11. CONTRACTOR		13. 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 variety, 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			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title	EIN: on record		
12. CONTRACTING AGENCY		Signature of Head of AIDEA as Contracting Agency	Date
AIDEA			
Signature of AIDEA Project Manager		Randy Ruaro, AIDEA Executive Director	
Typed or Printed Name of Project Manager Z. Kent Sullivan – ksullivan@aidea.org			
Title General Counsel			

**APPENDIX A
GENERAL PROVISIONS**

Article 1. Definitions.

In this contract and appendices, "Project Director" or "Agency Head" means the Executive Director who signs this contract on behalf of AIDEA and includes a successor or authorized representative; and "Contracting Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.

"State Contracting Agency" or "AIDEA" means the Alaska Industrial Development and Export Authority for which this contract is to be performed and for which the Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

AIDEA may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.

The contractor shall make progress and other reports in the manner and at the times, AIDEA reasonably requires.

Article 3. Disputes.

Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with 3 AAC 100.570 – 3 AAC 100.620.

Article 4. Equal Employment Opportunity.

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, 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.

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.

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.

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 a 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.

The contractor shall cooperate fully with AIDEA efforts which seek to deal with the problem of unlawful discrimination, and with all other AIDEA efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from AIDEA Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.

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 AIDEA 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 AIDEA 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 AIDEA directives considered essential by any office or agency of AIDEA of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

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 AIDEA. AIDEA 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 AIDEA 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 AIDEA 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 AIDEA and may be used by AIDEA 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. 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.

This contract is governed by the laws of AIDEA of Alaska. All actions concerning this contract shall be brought in the Superior Court of AIDEA of Alaska.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by AIDEA the General Provisions of this contract supersede any provisions in other appendices. The contractor specifically acknowledges and agrees that provisions in any form contracts it appends hereto that purport to (1) waive AIDEA of Alaska's sovereign immunity, (2) impose indemnification obligations on AIDEA that are not conditioned on legislative appropriation, or (3) seek to 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, AIDEA 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. Integration

The Standard Agreement for Professional Services set out on page 1, together with Appendices A, B, C, and D, contain the complete and final statement of the terms the parties have agreed upon with respect to the subject matter covered. No prior agreements, representations or negotiations, whether written or oral, that are not expressly set out in this contract shall be binding on, or enforceable against, or may be relied upon by, any party.

Article 16. Contract Personnel

AIDEA reserves the right to approve or disapprove any change in the successful Offeror's project team members whose participation in the project is specifically offered in the proposal. Similarly, changes in the amount of participation by key project members will require AIDEA approval. This is to ensure that persons with vital experience and skill remain fully involved in the project.

Requests for any change in contractor personnel shall be submitted in writing to AIDEA for AIDEA's review and sign-off before the change is made. Contractor personnel changes not approved by AIDEA may be cause for AIDEA to terminate the contract.

Article 17. Subcontractors

AIDEA must approve the use or replacement of subcontractors. The Contractor must provide a list of potential subcontractors, a one-page resume for each subcontractor including brief descriptions of previous work, and three references. Replacement of subcontractors may only be made in accordance with approval of the Project Manager and the terms of the final negotiated contract.

Article 18. Contract Invalidation

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

Article 19. Termination for Default

If the Contractor refuses or fails to perform the work, or any separable part thereof, with such diligence as will ensure its completion within the written contracted time frame, AIDEA may, by written notice to the Contractor, terminate the right to proceed with the work or such part of the work as to which there have been delays. This clause does not restrict AIDEA termination rights under the general contract provisions of Appendix A, which is attached to this RFP in the contract documents package.

Article 20. Conflict of Interest

The Contractor may be precluded from participating in future projects during the period of the contract if AIDEA determines that such work is in conflict with the performance of this contract and would result in a financial benefit to the Contractor.

Article 21. News Releases

News releases pertaining to the contract shall not be made without prior approval of the Project Manager. The Contractor will be required to coordinate with Project Manager before making any response to a request for information regarding any work or work products related to this contract.

Article 22. Contract Changes

During the course of performing the work required by this contract, the Contractor may be requested to perform additional work within the general scope of the contract.

When additional work is required, the Project Manager shall send to the Contractor a description of the work to be accomplished and request that a proposal be offered within a given time period. No additional work shall commence by the Contractor without an approved written contract amendment by the Procurement Officer.

Article 23. Confidentiality and Ownership of Documents

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 AIDEA 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 AIDEA 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 (i) provided by AIDEA to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) 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.).

Article 24. Reimbursement to AIDEA for Unacceptable Deliverables

The Contractor is responsible for quality, occurrence and completion of all work identified by the contract. All work shall be subject to evaluation and inspection by AIDEA at all times to assure satisfactory progress, to be certain that work is being performed in accordance with the contract specifications, terms and conditions, and to determine if corrections and modifications are necessary. Should such inspections indicate substantial failure on the part of the Contractor, AIDEA may terminate the contract for default. Furthermore, AIDEA may require the Contractor to reimburse any monies paid (pro rata based on the identified proportion of unacceptable products received) and any associated damage costs.

APPENDIX B² 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, AIDEA 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 AIDEA.

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 \$5,000,000 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 \$5,000,000. combined single limit per claim.

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

Contract Amount	Minimum Required Limits
Under \$100,000	\$5,000,000 per Claim / Annual Aggregate
\$100,000-\$499,999	\$5,000,000 per Claim / Annual Aggregate
\$500,000-\$999,999	\$10,000,000 per Claim / Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

APPENDIX C

Article 1 Services to be performed by the Contractor.

Article 1.1 At the specific direction of the Project Manager's Office, and in accordance with the Contractor's proposal dated _____, the Contractor shall advise or represent AIDEA of Alaska in connection with matters related to in conjunction with the activities of AIDEA.

Article 2. Contract Management

Article 2.1 The designated contact person for the Contractor is: Z. Kent Sullivan, ksullivan@aidea.org, AIDEA's General Counsel. The Contractor's services under this agreement shall be directed and managed from the Contractor's Anchorage, Alaska office. The Contractor may assign other consulting professionals to provide services under the contract after providing notice to, and obtaining approval from, the Project Manager. All such individuals assigned to provide services under this Contract shall work under the direction and management of the individual listed above.

Article 2.2 The Contractor will maintain the involvement of those individuals identified in Article 2.1 above. In the event of an unforeseeable circumstance that requires substitution for any of those individuals, the Contractor shall notify AIDEA in writing of the proposed substitution. AIDEA reserves the right to accept or reject a proposed substitute. In addition, before substitution of any individual is affected, AIDEA must approve the extent to which transitional time will be billed.

Article 2.3 At the discretion of the Project Manager, the Contractor may be required to prepare an estimate of the time and costs necessary to complete any matter assigned under this contract.

Article 2.4 THE CONTRACTOR AGREES TO CLOSELY MONITOR COSTS INCURRED AND FEES TO BE CHARGED FOR SERVICES PROVIDED UNDER THIS AGREEMENT AND TO ALERT THE PROJECT MANAGER BEFORE SUCH COSTS AND FEES EXCEED THE AUTHORIZED CONTRACT AMOUNT. IN THE EVENT THE CONTRACTOR FAILS TO NOTIFY THE PROJECT MANAGER PRIOR TO INCURRING A COST OVERRUN, THE CONTRACTOR SHALL ASSUME LIABILITY FOR ANY EXCESS COSTS AND FEES INCURRED UP UNTIL THE TIME AT WHICH THE CONTRACTOR NOTIFIES THE PROJECT MANAGER OF THE OVERRUN.

Article 2.5 The period of performance, scope, and amount of this agreement may be amended in writing at the discretion of AIDEA. In addition, the parties to this agreement acknowledge that work may begin on the date shown in Article 3. ("Period of Performance") and that the foregoing date may precede the date of execution of this agreement because immediate performance is required to serve the best interest of AIDEA.

Article 2.6 The Executive Director of AIDEA or AIDEA's General or Special Counsel shall be the primary point of contact for all substantive dealings with the media. In the event the Contractor is contacted by media representatives concerning this or other cases being handled on behalf of AIDEA, the Contractor should decline any comment beyond confirming factual matters that are already a matter of public record and refer the individuals to the Project Manager.

Article 2.7 **FOREIGN CONTRACTING:** By signature on this Contract, the Contractor certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. Failure to comply with this requirement will cause AIDEA to reject the bid or proposal as non-responsive, or cancel the contract.

Article 2.8 **HUMAN TRAFFICKING:** By signature on this solicitation, the Offeror certifies that: (1) 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; or 2) if the Offeror is 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, a certified copy of the Offeror's policy against human trafficking must be submitted to AIDEA of Alaska prior to contract award.

Consideration**APPENDIX D**

Article 1.1 In full consideration of the Contractor's performance under this contract, AIDEA shall pay the Contractor according to the schedule contained in its proposal dated _____

rates for each attorney and paralegal:

Name	Classification	AIDEA Hourly Billing
	Lead Attorney	
	Attorney	
	Attorney	
	Attorney	
	Associate	
	Paralegal	

Article 1.3 AIDEA agrees to reimburse the Contractor on a monthly or other periodic basis for reasonable and necessary out-of-pocket expenses incurred under this contract. No reimbursement shall be made for any administrative, surcharge, or other overhead recovery fee. **Unless otherwise noted**, reimbursement for out-of-pocket expenses shall be limited to actual costs except that reimbursement for those specific services or expenses listed below shall be limited as follows:

<u>Service or Expense</u>	<u>Charge/Rate</u>
Reproduction	\$0.10 per page
Computerized Database Research Services	At cost as invoiced Courier
Automobile Messenger Deliveries	At cost as invoiced
Overnight Deliveries (such as UPS, Federal Express, Express Mail, DHL)	At cost as invoiced
Postage	At cost
Telephone	At cost as invoiced
Telecopies	\$0.75(local), \$1.50(domestic), \$2.25(international)
Travel and Lodging	
Hotel Accommodations	Not to exceed \$300.00/night
Air Fare	Not to exceed coach class
Cab Fare	At cost as invoiced
Meals & Incidental Expenses	Flat rate payment of \$60.00/day for each full day (midnight to midnight) of travel.

Reimbursement for any of the above shall be limited to actual costs. No reimbursement shall be made for any administrative, surcharge, or other overhead recovery fee. Reimbursement shall not be made for the purchase or

lease of office space, furnishings, equipment, or software unless approved in advance by the Project Manager. Upon conclusion of this agreement, unless the Project Manager approves other arrangements, the ownership of any furnishings, equipment, or software purchased under this contract shall revert back to AIDEA and those items returned to the AIDEA.

Reimbursement for secretarial overtime or other temporary administrative or clerical assistance may be authorized but only if required by the nature or timing of assignments made under this contract (e.g. large projects or court imposed deadlines) and not because of other client work or firm priorities.

Unless otherwise approved by the Project Manager, reimbursement for airline travel costs under this contract shall be limited to coach class fares. Contractor will not bill AIDEA for time in travel status, except for that time during which the individual has performed work on AIDEA's matter while in travel status; in that situation the Contractor shall adhere to billing rates provided in Article 1.1 of this appendix.

Reimbursement of hotel costs shall be limited to a maximum of \$300.00 per night unless otherwise approved by the Project Manager. The Contractor shall, when possible, use moderately priced hotels comparable to those used by AIDEA employees. Reimbursement for meals and other incidental expenses shall be made at the flat rate of \$60.00 per day for each full day (midnight to midnight) of travel along with partial payment of \$45.00 for the day of departure and \$45.00 for the day of return.

Article 1.4 Unless the contract is amended in writing, the total sum expended under this agreement shall not exceed \$XXXXXX, including all out-of-pocket expenses.

Article 2. Billing Procedures

Article 2.1 The Contractor agrees to bill AIDEA within thirty days of the end of the monthly billing period. All billing statements shall be sent directly to the designated Project Manager, Z. Kent Sullivan, at ksullivan@aidea.org with a cc to procurement@aidea.org.

Article 2.2 The Contractor's billing statements shall be itemized to show the agency contract number, time spent, a task description and the date that tasks were performed by the name and hourly rate of the individual performing the work. All billing statements shall include an itemization of all costs and copies of invoices for travel and other out-of-pocket expenses.

Article 2.3 As a standard cost control practice, AIDEA may conduct an audit of time and cost records of the Contractor, its employees and subcontractors. Any such audit may be conducted at the Contractor's offices or a place mutually agreed to by the Contractor and the Project Manager.

Article 2.4 Billing rates are capped for one year from date of execution of the Contract. If after one year the Contractor wishes to seek an adjustment to its billing rates, the Contractor shall: A. notify the Project Manager and obtain approval in writing at least sixty (60) days before activating any change in billing rates B. specify the impact the rate adjustment would have on the existing work plan and budget and C. limit the change in any individual billing rate to an amount that does not exceed the percentage increase in the Consumer Price Index (CPI) for the locale from which the services are being rendered, or obtain the approval of the Project Manager for any increase above the CPI.

If billing rates are increased under this Article, the new rates shall be capped for one year following the date of the increase date of the increase.



ALASKA BIDDER PREFERENCE CERTIFICATION

AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME: [Click or tap here to enter text.](#)

Alaska Bidder Preference: Do you believe that your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alaska Veteran Preference: Do you believe that your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please list any additional Alaska Preferences below that you believe your firm qualifies for.	
1.	2.
3.	4.
5.	6.

To qualify for and claim the Alaska Bidder Preference you must answer **YES** to all questions below in the Alaska Bidder Preference Questions section. To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to these questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section. A signed copy of this form must be included with your bid or proposal no later than the deadline set for receipt of bids or proposals.

If you are submitting a bid or proposal as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids or proposals. [AS 36.30.990\(2\)\(E\)](#)

If the procuring agency is unable to verify a response, the preference may not be applied. Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per [AS 36.30.687](#) and may result in criminal penalties.

Alaska Bidder Preference Questions:

1) Does your business hold a current Alaska business license per [AS 36.30.990\(2\)\(A\)](#)?
 YES NO

If YES, enter your current **Alaska business license number**: [Click or tap here to enter text.](#)

2) Is your business submitting a bid or proposal under the name appearing on the Alaska business license noted in **Question 1** per [AS 36.30.990\(2\)\(B\)](#)?
 YES NO

3) Has your business maintained a **place of business** within AIDEA **staffed by the bidder or Offeror** or an employee of the bidder or Offeror for a period of six months immediately preceding the date of the bid or proposal per [AS 36.30.990\(2\)\(C\)](#)?
 YES NO

If YES, please complete the following information:

A. Place of Business

Street Address: [Click or tap here to enter text.](#)

City: [Click or tap here to enter text.](#)
ZIP: [Click or tap here to enter text.](#)

“Place of business” is defined as a location at which normal business activities are conducted, services are rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per [2 AAC 12.990\(b\)\(3\)](#).

Do you certify that the **Place of Business** described in **Question 3A** meets this definition?

YES NO

B. The bidder or Offeror, or at least one employee of the bidder or Offeror, must be a resident of AIDEA under [AS 16.05.415\(a\)](#) per [2 AAC 12.990\(b\)\(7\)](#).

1) Do you certify that the bidder or Offeror OR at least one employee of the bidder or Offeror is physically present in AIDEA with the intent to remain in Alaska indefinitely and to make a home in AIDEA per [AS 16.05.415\(a\)\(1\)](#)?

YES NO

2) Do you certify that that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids or proposals per [AS 16.05.415\(a\)\(2\)](#)?

YES NO

3) Do you certify that the resident(s) used to meet this requirement is claiming residency ONLY in AIDEA of Alaska per [AS 16.05.415\(a\)\(3\)](#)?

YES NO

4) Do you certify that the resident(s) used to meet this requirement is NOT obtaining benefits under a claim of residency in another state, territory, or country per [AS 16.05.415\(a\)\(4\)](#)?

YES NO

4) Per [AS 36.30.990\(2\)\(D\)](#), is your business (**CHOOSE ONE**):

A. **Incorporated or qualified to do business under the laws of AIDEA?**

YES NO

If YES, enter your current **Alaska corporate entity number**: [Click or tap here to enter text.](#)

B. **A sole proprietorship AND the proprietor is a resident of AIDEA?**

YES NO

C. **A limited liability company organized under AS 10.50 AND all members are residents of AIDEA?**

YES NO

Please identify each member by name: [Click or tap here to enter text.](#)

D. **A partnership under former AS 32.05, AS 32.06, or AS 32.11 AND all partners are residents of AIDEA?**

YES NO

Please identify each partner by name: [Click or tap here to enter text.](#)

Alaska Veteran Preference Questions:

1) Per [AS 36.30.321\(F\)](#), is your business (**CHOOSE ONE**):

A. **A sole proprietorship owned by an Alaska veteran?**

YES NO

- B. A **partnership** under AS 32.06 or AS 32.11 **AND** a majority of the partners are Alaska veterans?
 YES **NO**
- C. A **limited liability company** organized under AS 10.50 **AND** a majority of the members are Alaska veterans?
 YES **NO**
- D. A **corporation** that is wholly owned by individuals, **AND** a majority of the individuals are Alaska veterans?
 YES **NO**

Per [AS 36.30.321\(F\)\(3\)](#) “**Alaska veteran**” is defined as an individual who:

(A) Served in the

- (i) Armed forces of the United States, including a reserve unit of the United States armed forces; or
- (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and

(B) Was separated from service under a condition that was not dishonorable.

Do you certify that the individual(s) indicated in **Question 1A, 1B, 1C, or 1D** meet this definition and can provide documentation of their service and discharge if necessary?

YES **NO**

SIGNATURE

By signature below, I certify under penalty of law that I am an authorized representative of [Click or tap here to enter text.](#) and all information on this form is true and correct to the best of my knowledge.

Printed Name _____

Title _____

Date _____

Signature _____