

Date: **June 14, 2024**  
Project: **Recording & Transcription Services AEA, IMC, BPMC**  
Solicitation No.: **RFQ 24131**  
Addendum No.: **02**

## **TO ALL PLAN HOLDERS:**

The following changes, additions, clarifications, and/or deletions are hereby made a part of the RFQ Documents for the above noted project, fully and completely as if the same were fully contained therein. All other terms, conditions, and specifications of the original Request for Quote, remain unchanged.

**This addendum must be acknowledged by email.**

The modifications directed by this Addendum Two are described on this page and the following attachments:

### **CHANGES TO DOCUMENTS:**

The RFQ Package is hereby clarified, changed or modified by the following:

#### **Bidding and Contract Documents:**

##### A. Modifications to Bidding and Contract Documents

1. **Question:** **Is the Vendor required to have an Alaska Business License?**  
*Answer:* **YES**
2. **Question:** **Where can we find the Debarment Certificate mentioned in the RFQ?**  
*Answer:* **See Attachment A**
3. **Question:** **Who is the current vendor(s)?**  
*Answer:* **Accutype**
4. **Question:** **What are the YTD and prior year(s) annual expenditure totals for the current contract?**  
*Answer:* **Unknown as we have not been billed all services**
5. **Question:** **Is there a previous RFP for these services? If available, please provide it for reference only.**  
*Answer:* **Yes- See Attachment B**
6. **Question:** **What are the effective dates of the initial term of this proposed contract?**  
*Answer:* **Negotiable.**
7. **Question:** **Is a more detailed Scope of Work available to provide the best quote?**  
*Answer:* **The only scope has been provided in the RFQ.**

- 8. Question: For remote recording, what platform is used for meetings – Zoom, Teams, etc.?**  
*Answer: This would be determined by the vendor. We use Teams for our meetings, but the vendor cannot participate through that link as it is also used for executive session, where the vendor is not able to participate.*
- 9. Question: Is this verbatim meeting transcription or summarized minutes**  
*Answer: Summarized minutes, but attributing statements to speaker, using third person.*
- 10. Question: Is there a full event schedule available for review? Or an estimated number of meetings per month plus their estimated meeting length?**  
*Answer: Prior meeting minutes, and agenda are posted on the AEA website (SEE LINKS): [AEA Board meetings](#), [IMC Meetings](#) and [BPMC Meetings](#).*
- 11. Question: What is the estimated length of recording for each type of meeting – AEA, IMC, and BPMC?**  
*Answer: VARIES.*
- 12. Question: What time are the meetings typically scheduled**  
*Answer: See typical schedules on linked web pages above. However, days and times are subject to change at the discretion of the Chair of each meeting, and also the option to call special meetings as necessary.*
- 13. Question: We understand the Estimate of Work being \$35,000 - \$45,000. What is the estimated total volume of recorded minutes that should be used for quotation purposes?**  
*Answer: Total number of recorded minutes is impossible to estimate, Meeting time vary depending upon the activity of the Board / Committee.*
- 14. Question: What format should final transcripts be produced in and how should they be delivered – Word, PDF, etc., and electronic or printed and mailed delivery**  
*Answer: Final Summary minutes should be sent in Word electronically by email.*
- 15. Question: Is there a preferred delivery timeline for final transcripts – examples: 10-15, 15-20 business days, etc.**  
*Answer: Within 20 days (not business days)*
- 16. Question: Is expedited transcript delivery ever requested?**  
*Answer: On occasion there may be a need for an expedited transcript due to a requirement of the committee /board business.*
- 17. Question: Is a sample transcript for each agency available for reference/review?**  
*Answer: See links above.*
- 18. Question: What are the formatting requirements for the transcripts?**  
*Answer: AEA has a standard font of Seguo 11. Sample minutes can be viewed at the above provided links.*

**19. Question: Do you have any hardware in these meeting rooms that we could add are recording software to?**

*Answer: No*

**20. Question: Do you have any microphones throughout the room to pick up the recordings?**

*Answer: Yes*

**21. Question: Do you have consistent and stable Internet connection within this facility?**

*Answer: No*

**END OF ADDENDUM #02**

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

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**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Organization Name	PR/Award or Project Name
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Name and Title

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Signature	Date
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# ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT AUTHORITY AND ALASKA ENERGY AUTHORITY REQUEST FOR PROPOSALS

## RECORDING AND TRANSCRIPTION SERVICES RFP 21070

ISSUED December 24, 2020

Alaska Industrial Development and Export Authority (AIDEA) and Alaska Energy Authority (AEA), together (Authorities), are soliciting proposals for a firm who has the capacity and capability of providing recording and transcription services.

ISSUED BY:

ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT  
AUTHORITY (AIDEA) and ALASKA ENERGY  
AUTHORITY (AEA)

PRIMARY CONTACT:

Selwin C. Ray  
CONTRACTING  
Administrator  
[SRAY@AIDEA.ORG](mailto:SRAY@AIDEA.ORG)  
(907) 771-3035

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

**IMPORTANT NOTICE:** If you downloaded this solicitation from the SOA or AIDEA/AEA Websites, you must register on the online planholders list to receive subsequent addenda. Failure to register may adversely affect your proposal. It is the Offeror's responsibility to ensure that they have received all addenda affecting this RFP. To register, go to [www.AIDEA.org](http://www.AIDEA.org) and provide the project name & number, company name & contact person, address, phone number & fax number.

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

Alaska Industrial Development and Export Authority (AIDEA) and Alaska Energy Authority (AEA), together (Authorities), are soliciting proposals for a firm who has the capacity and capability of providing recording and transcription services. This term contract is a one-year contract with three additional one-year renewal periods for a total of four years.

### SEC. 1.02 BUDGET

AIDEA and AEA, estimates that the total budget not to exceed amount including all renewal options is total contract authorization amount of \$164,000. \$41,000 for one year, with three additional one-year renewal options at the same rate. The Authority makes no guarantee to any minimum or maximum amount of work that the contractor may perform under this contract or any subsequent renewal options exercised and is limited to the lawful appropriations for each fiscal year. The Authority shall issue Notices to Proceed (NTP) to authorize work against the contract.

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 PM** prevailing Alaska Time on **January 14, 2021**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

### SEC. 1.04 MINIMUM PRIOR EXPERIENCE REQUIREMENTS

Offeror's interested in responding to this request must provide Evidence in their proposal that meet the following minimum requirements to be considered:

- Must have at least three years' experience providing recording/transcription services.
- Offeror must be able to provide in writing that Offeror is able to provide a summarized record of everything spoken during a session.

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

### SEC. 1.05 REQUIRED REVIEW

Offeror's should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the contracting 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 solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be

disallowed if these faults have not been brought to the attention of the contracting officer, in writing, at least ten days before the deadline for receipt of proposals.

## SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the contracting 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 contracting officer will make that decision. **No further question will be allowed after January 8, 2021 1:30 pm Alaska prevailing time.**

CONTRACTING OFFICER: Selwin C. Ray – PHONE 907-771-3035 - FAX 907-771-3044

## SEC. 1.07 RETURN INSTRUCTIONS

Offerors proposals must arrive at the below physical or email address and be date/time stamped no later than the proposed due date. Failure to meet this deadline will result in rejection of the proposal, and the proposal will be returned to Offeror without further consideration.

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

Alaska Industrial Development and Export Authority  
And

Alaska Energy Authority

Attention: Selwin C. Ray

Request for Proposal (RFP) Number: **21070**

RFP Title: **Recording and Transcription  
Services**

813 West Northern Lights Blvd.  
Anchorage, AK 99503

If using U.S. mail or delivery service, please use the following address:

813 West Northern Lights Blvd.  
Anchorage, AK 99503

If using email please use the following email address: [procurement@aidea.org](mailto:procurement@aidea.org)

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## SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

### (a) MINIMUM PRIOR EXPERIENCE REQUIREMENTS

All proposals must provide how they meet the minimum Requirements Section 1.04. An offeror's failure to meet the minimum prior experience requirements may cause their proposal to be considered non-responsive and their proposal may be rejected.

### (b) 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.

### (c) OFFEROR'S CERTIFICATION

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

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- G. that the offers will remain open and valid for at least 90 days; and
- H. that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

### (d) VENDOR TAX ID

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

### (e) CONFLICT OF INTEREST

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

(f) FEDERAL REQUIREMENTS

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

(g) BID BOND - PERFORMANCE BOND - SURETY DEPOSIT

***Bid Bond***

N/A

***Performance Bond***

N/A

***Surety Deposit***

N/A

## SEC. 1.09 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 contracting officer no later than ten days prior to the deadline for receipt of proposals.

## SEC. 1.10 AMENDMENTS TO PROPOSALS

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

## SEC. 1.11 AMENDMENTS TO THE RFP

If an amendment is issued, it will be provided to those who have registered with the on the AIDEA website <http://www.aideaaeaprourement.org/> or State of Alaska Online Public Notice.

## SEC. 1.12 RFP SCHEDULE

The RFP schedule set out herein represents the Authority'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 by the same number of days.

- Issue RFP **DECEMBER 24, 2020** ,
- Deadline for Receipt of Proposals **JANUARY 14, 2021**,

- Proposal Evaluation Committee complete evaluation by **JANUARY 18, 2021**,
- Notice of Intent to Award a Contract **JANUARY 20, 2021**
- Issues contract **JANUARY 30, 2021**,
- Contract start **MARCH 1, 2021**

This RFP does not, by itself, obligate the Authority. The Authority's obligation will commence when the Executive Directors of Alaska Industrial Development and Export Authority, or the Executive Director's designee approves the contract. Upon written notice to the contractor, the Authority may set a different starting date for the contract. The Authority will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the Authority.

### **SEC. 1.13 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will not be held for this solicitation. See Section 1.06 for instructions on submitting questions regarding this RFP.

### **SEC. 1.14 ALTERNATE PROPOSALS**

Offerors may only submit one proposal for evaluation.

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

### **SEC. 1.15 NEWS RELEASES**

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

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## SECTION 2. BACKGROUND INFORMATION

### SEC. 2.01 BACKGROUND INFORMATION

AIDEA is a public corporation of the State of Alaska, created in 1967 by the Alaska Legislature "in the interests of promoting the health, security, and general welfare of all the people of the state, and a public purpose, to increase job opportunities and otherwise to encourage the economic growth of the state, including the development of its natural resources, through the establishment and expansion of manufacturing, industrial, energy, export, small business, and business enterprises..."

We are proud to serve the Governor and the State of Alaska as the state's development financing authority. AIDEA's mission is to provide various means of financing to promote economic growth and diversity. We do that by acting as a funding resource in partnership with other financial institutions, economic development groups and guarantee agencies.

We have several established programs aimed at meeting your financial needs including: Loan Participation, Conduit Bonding authority, Loan Guarantees and Development Finance. AIDEA's support services and dedicated employees provide you with a level of customer service that meets your needs. AIDEA finances a broad variety of commercial, community and non-profit enterprises in the state of Alaska

The Alaska Energy Authority (AEA) is a public corporation of the State of Alaska (State) within the Department of Commerce, Community, and Economic Development (DCCED), but with a separate and independent legal existence and a separate and self-balancing set of independently audited financial statements. AEA's operations consist of governmental fund activities reported as special revenue funds and business-type activities reported as enterprise funds. The financial information is reported as a component unit of the State and is discretely presented in the State's financial statements.

AEA manages the following projects and programs: owned hydroelectric and intertie projects; rural energy programs; and energy development programs. AEA's programs are funded primarily by the State, federal grants, investment income, and utility companies – for use of AEA owned assets, and by other sources.

**AEA's Mission and Authority:** The primary mission of AEA is to reduce the cost of energy in Alaska. Under current statute, AEA has the general powers necessary to own and operate power production and transmission facilities throughout the state, but AEA is not empowered to purchase or construct new facilities to be owned by AEA, with the exception of the Susitna-Watana hydroelectric project. In addition to its power facilities, AEA works towards reducing energy costs through its rural energy and energy development programs.

Bradley Lake Project Management Committee (BPMC) consists of the Alaska Energy Authority and the utilities that purchase the power. The utilities are Chugach Electric Association, Anchorage Municipal Light & Power, Golden Valley Electric Association, Matanuska Electric Association, Homer Electric Association, and City of Seward. The Project Management Committee is responsible for the management, operation, maintenance, and improvement of the Bradley Lake Project, subject to the non-delegable duties of the Alaska Energy Authority.

The Bradley Lake Project Management Committee (BPMC) is responsible for the management, operation, maintenance, and improvement of the Bradley Lake Project, subject to the non-delegable duties of the Alaska Energy Authority (AEA). All Committee members have a substantial long-term interest in the project. The responsibilities of the committee evolve in accordance with AEA's ownership of the project, and the purchaser's obligations to pay the project's annual costs and right

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to use the project's power production. The BPMC exists and operates pursuant to the terms of the Bradley Lake Hydroelectric Project Agreement for the Sale and Purchase of Electric Power.

The Intertie Management Committee (IMC) is responsible for the management, operation, maintenance, and improvement of the Alaska Intertie, subject to the non-delegable duties of the Alaska Energy Authority and in accordance with the provisions of the Amended and Restated Alaska Intertie Agreement (AIA). All committee members of the IMC have a substantial long-term interest in the prudent management, operation, maintenance and improvement of the Intertie. The IMC exists and operates pursuant to the terms of the AIA.

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

The Alaska Industrial Development and Export Authority (AIDEA) and Alaska Export Authority (AEA) together (Authorities) are soliciting proposals for transcription services. The successful contractor shall provide the following:

AIDEA Board Meetings: 6 hours avg  
AIDEA Budget & Audit Subcommittee: 3 hours avg  
AEA Board Meetings: 2.75 hours avg  
BPMC: 2.5 hours avg  
IMC: 2 hours avg  
BAS: 3 hours avg

- Provide transcription services for the AIDEA Executive Board Meetings, which will usually coincide with the AEA Executive Board Meetings. These are two separate meetings and take place approx. 10 times a year.
- Provide transcription services for the Bradley Lake Management Committee meetings. These meetings take place approx. 10 times a year.
- Provide transcription services for the Intertie Management Committee meetings. These meetings take place approx. 10 times a year.
- Provide transcription services for the Budget and Audit Subcommittee meetings. These meetings take place approx. 24 times a year.
- Transcription must include accurate speaker identification and index by subject.
- The hard copy version of the transcribed record shall provide a summarized record of everything spoken during a session. The minutes shall reflect a summary of presentations, discussion, and actions taken at the meeting, and shall summarize the formal public comment period of each meeting.
- Copy of recording will be supplied within one day after the meeting to the corresponding executive staff.
- One electronic copy of the transcript is required within twenty (20) days of the last day of the meeting.
- The contractor will provide all the necessary industry standard stenographic equipment, cables, software, and computer
- The contractor shall be responsible for responding promptly to complaints or other notices or advice regarding inaccuracies in capturing the spoken word.

The contractor must be able to provide transcription services for meetings of the Authorities. The Authorities do not guarantee any minimum or maximum number of meetings per year.

Six (6) days notice will be provided for any additional meetings.

## Billing

The Contractor shall provide an invoice with each monthly billing for months in which services were performed. The invoice shall specifically describe the services and other items for which the billing is submitted. Billing shall be submitted within a month after the month in question. The Authority reserves the right not to pay if submitted after that time.

The invoice must:

- Reference the Contractor's name, address and phone number
- Reference the contract number:
- include an invoice number
- Reference Financial Advisor Services
- Itemize the contractual services provided during the period invoiced as described
- Identify deliverable performed
- Specify how many hours worked.
- Provide support for all travel and out of pocket expenses.

The Contractor will be reimbursed in accordance with the State of Alaska Admin Manual.

## Communication

1. Meeting or Check in on an as-needed basis

### SEC. 3.02 NOT USED

### SEC. 3.03 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately March 1, 2021; the initial term of the contract is one year from contract award, with three additional one-year renewal options.

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

### SEC. 3.04 CONTRACT TYPE

This contract is a **FIRM FIXED HOURLY RATE** contract.

### SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The Authority will make payments based on a negotiated payment schedule. Each billing must consist of an invoice, work task, and progress / final report. No payment will be made until the project manager has approved the invoice.



### SEC. 3.06 CONTRACT PAYMENT

No payment will be made until AIDEA/AEA or designee approves. Under no conditions will the Authority be liable for the payment of any interest charges associated with the cost of the contract.

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

### SEC. 3.07 LOCATION OF WORK

The location(s) the work is to be performed, completed, and managed is at the contractor's place of business unless otherwise specified and agreed to.

If offeror proposes attending Authority meeting(s) in person, a workspace will be provided for transcriptionist during the meeting.

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for any travel deemed necessary to complete the scope 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 contracting officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals.

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

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

Contractor on travel status will be compensated for food and lodging expenses in accordance with the State of Alaska Admin Manual for Travel (AAM 60 <http://doa.alaska.gov/dof/travel/index.html>)

- Regular coach air fare;
- Lodging and meals normally paid to Alaska State Employees (General Government Unit) on travel status per Alaska AAM 60.

### SEC. 3.08 THIRD-PARTY SERVICE PROVIDERS

N/A

### SEC. 3.09 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror

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must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience shall not be considered in determining whether the offeror meets the requirements set forth in SEC. 1.04 PRIOR EXPERIENCE.

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

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

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

### **SEC. 3.10 JOINT VENTURES**

Joint ventures will not be allowed.

### **SEC. 3.11 RIGHT TO INSPECT PLACE OF BUSINESS**

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

### **SEC. 3.12 F.O.B. POINT**

n/a

### **SEC. 3.13 CONTRACT PERSONNEL**

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

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terminate the contract.

### **SEC. 3.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

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

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

### **SEC. 3.15 LIQUIDATED DAMAGES**

N/A

### **SEC. 3.16 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS**

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project 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 3 AAC 100.560.

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

### **SEC. 3.17 NONDISCLOSURE AND CONFIDENTIALITY**

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

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines

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provided by the Authority to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

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

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

### **SEC. 3.18 INSURANCE REQUIREMENTS**

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

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

Offerors must review form APPENDIX B2, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in APPENDIX B2 must be set out in the offeror's proposal.

### **SEC. 3.19 TERMINATION FOR DEFAULT**

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

This clause does not restrict the Authority's termination rights under the contract provisions of Appendix A, attached in **SECTION 8. EXHIBITS**.

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## SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 PROPOSAL FORMAT AND CONTENT

The Authority discourages overly lengthy and costly proposals, however, in order for the Authority 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

Proposals must include the complete name and address of offeror's firm and the name, mailing address, email, and telephone number of the person the Authority should contact regarding the proposal.

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

### SEC. 4.03 UNDERSTANDING OF THE PROJECT

Offerors must provide comprehensive narrative statements and examples that illustrate the Offeror's understanding, experience, and ability to adjust to the change of products and versions used in an organization.

Offerors must provide brief discussion of your company's understanding of the services required, your company's relevant experience providing the types of services identified in the scope of work.

Offerors must provide similarities and differences between the Authority's work described in this RFP and similar work your company may have done in the past.

Offerors must describe your company's availability to commit to this work described herein. Include other relevant work, projects, or clients your company has or may have during the period of performance which could impact your company's performance capabilities with regards to completing the Authority's work, or where your company may encounter potential conflicts in providing services for the Authority.

Offerors must provide a statement that your firm understands that as a consultant it will not compete for additional work for the Authority, in which your firm was involved with developing any scope of work or defining the specifications for the solicitation.

Offerors must demonstrate a summary of presentations, discussion, and actions taken at the meeting, and shall summarize the formal public comment period of each meeting.

### SEC. 4.04 METHODOLOGY USED FOR THE PROJECT

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and

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illustrate how the methodology will serve to accomplish the work and meet the state's project schedule.

## SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

## SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

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

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

- title,
- resume,
- location(s) where work will be performed,
- itemize the total cost and the number of estimated hours for each individual named above.

Offeror's must provide reference names and phone numbers for similar projects the offeror's firm has completed.

In addition to information about the key individual's experience, provide documentation verifying the qualifications and experience of the firm and known subcontractors as they relate to carrying out the services solicited in this RFP.

Offeror's provide examples of no more than five projects your firm has completed in the last 5 years. Include:

1. A brief description of the type of project, tasks, and deliverables.
2. The names of key individuals involved in the project.
3. Project schedule.
4. Client's name, their address, current telephone number, and contact person who can respond to queries concerning their experience with the Offeror's firm.

Offeror's must discuss the firm's location where the primary services are to be provided and the ability to meet in person with Authority personnel when required during the performance of the contract.

## SEC. 4.07 COST PROPOSAL

Cost proposals must include fixed hourly rates that includes all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct

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expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

## **SEC. 4.08 EVALUATION CRITERIA**

All proposals will be reviewed to determine if they are responsive per Section 1.04 Minimum Prior Experience. 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.

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## SECTION 5.EVALUATION CRITERIA AND CONTRACTOR SELECTION

**THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100**

### SEC. 5.01 UNDERSTANDING OF THE PROJECT (15%)

**Proposals will be evaluated against the questions set out below:**

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the Authority expects it to provide?
- 4) Has the offeror demonstrated an understanding of the Authority's time schedule and can meet it?
- 5) Has the offeror demonstrated their capacity to provide the services defined in the RFP?
- 6) Has the offeror demonstrated a summary of presentations, discussion, and actions taken at the meeting, and shall summarize the formal public comment period of each meeting.

### SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (5%)

**Proposals will be evaluated against the questions set out below:**

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology interface with the time schedule in the RFP?
- 4) Did the contractor adequately address their capacity to complete the project, or how they would acquire the resources or expertise needed?
- 5) Does the Contractor provide for adequate support and flexibility in terms of personnel and time?

### SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (5%)

**Proposals will be evaluated against the questions set out below:**

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?



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- 6) Does it appear that the offeror can meet the schedule set out in the RFP?
  - 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
  - 8) To what degree is the proposal practical and feasible?
  - 9) To what extent has the offeror identified potential problems?

## SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (35%)

**Proposals will be evaluated against the questions set out below:**

### **1) Questions regarding the personnel:**

- a) Do the individuals assigned to the project 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) How extensive is the applicable education and experience of the personnel designated to work on the project?

### **2) Questions regarding the firm and subcontractor (if used):**

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided letters of reference from previous clients?
- d) Is all expertise in-house, outsourced through the use of sub-contractors?
- e) Did the firm demonstrate they have sufficient staffing and equipment available to complete the project?
- f) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

## SEC. 5.05 CONTRACT COST (40%)

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. For the evaluation of cost for this RFP the total cost for year one will be used for evaluation. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.11.

### **Converting Cost to Points**

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 6.12.

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## 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 OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, 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 the Authority'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 the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

### SEC. 6.03 SITE INSPECTION

The Authority 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 the Authority reasonable access to relevant portions of its work sites. Individuals designated by the contracting officer at the Authority'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 contracting 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 contracting officer or the PEC may be adjusted as a result of a clarification under this section.

## SEC. 6.05 DISCUSSIONS WITH OFFERORS

The Authority may conduct discussions with offerors in accordance with 3AAC 100.400. 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 contracting officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the contracting officer. Discussions, if held, will be after initial evaluation of proposals by the contracting officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the contracting 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 contracting 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 contracting officer, or an evaluation committee made up of at least three state 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 contracting officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the Authority may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the **AIDEA** conference room in **ANCHORAGE**, Alaska.

If the contract negotiations take place in **ANCHORAGE**, Alaska, the offeror will be responsible for their travel and per

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diem expenses.

## SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

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

the Authority may terminate negotiations with the offeror 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 contracting officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal selected for award.

## SEC. 6.10 PROTEST

3 AAC 100.570 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 contracting officer at least ten days prior to the deadline for receipt of proposals.

3 AAC 100.570 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 contracting 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 contracting officer will issue a written response to the protest. The response will set out the contracting officer's decision and contain the basis of the decision within the statutory time limit in 3 AAC 100.580. 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 contracting officer, appeals, and hearings, will be conducted in accordance with Alaska Industrial Development and Export Authority Procurement Code (3 AAC 100.580 ), Article 7 "Legal and Contractual Remedies."

## SEC. 6.11 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an offeror who:

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

### **Alaska Bidder Preference Statement**

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

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

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

## SEC. 6.12 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:

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

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## SEC. 6.13 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, the RFP allotted 40% of the available 100 points 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***

## SECTION 7. GENERAL LEGAL INFORMATION

### SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the Authority 's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). This form is attached in **SECTION 8. EXHIBITS** 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 Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

### SEC. 7.02 PROPOSAL AS A PART OF THE CONTRACT

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

### SEC. 7.03 ADDITIONAL TERMS AND CONDITIONS

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

### SEC. 7.04 HUMAN TRAFFICKING

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

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

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

### SEC. 7.05 RIGHT OF REJECTION

Offerors may not qualify the proposal nor restrict the rights of the Authority. If an offeror does so, the contracting 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;

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- ✓ 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 contracting officer.

The Authority reserves the right to refrain from making an award if it determines that to be in its best interest.

**A proposal from a debarred or suspended offeror shall be rejected.**

## SEC. 7.06 AUTHORITY NOT RESPONSIBLE FOR PREPARATION COSTS

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

## SEC. 7.07 DISCLOSURE OF PROPOSAL CONTENTS

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state'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 contracting officer does so, and if the contracting 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 contracting 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. 7.08 ASSIGNMENT

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

## SEC. 7.09 DISPUTES

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the Authority by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of 3 AAC 100.590. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

## SEC. 7.10 SEVERABILITY

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



## SEC. 7.11 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.05 RIGHT OF REJECTION**. However, if the Authority fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the Authority's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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 the Authority 's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

## SEC. 7.12 CONTRACT INVALIDATION

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

## SEC. 7.13 SOLICITATION ADVERTISING

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

## SECTION 8. ATTACHMENTS .

### 8.01 ATTACHMENTS:

- 1) Certification of Contract and lower Tier Participants
- 2) Proposal Evaluation Form
- 3) Cost proposal
- 4) Standard Agreement Form - Appendix A
- 5) Appendix B2



## ATTACHMENT 2: PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Offeror Name: \_\_\_\_\_  
 Evaluator Name: \_\_\_\_\_  
 Date of Review: \_\_\_\_\_  
 RFP Number: **21070** \_\_\_\_\_

### EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS **100**

#### 5.01 Understanding of the Project—15 Percent

**Maximum Point Value for this Section - 15 Points**

**100 Points x 5 Percent = 15 Points**

**Proposals will be evaluated against the questions set out below.**

1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

NOTES \_\_\_\_\_  
 \_\_\_\_\_

2) How well has the offeror identified pertinent issues and potential problems related to the project?

NOTES \_\_\_\_\_  
 \_\_\_\_\_

3) To what degree has the offeror demonstrated an understanding of the deliverables the Authority expects it to provide?

NOTES \_\_\_\_\_  
 \_\_\_\_\_

4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

NOTES \_\_\_\_\_

5) Has the offeror demonstrated their capacity to provide the services defined in the RFP?

NOTES \_\_\_\_\_

6) Has the offeror demonstrated a summary of presentations, discussion, and actions taken at the meeting, and shall summarize the formal public comment period of each meeting.?

NOTES \_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR 5.01:** \_\_\_\_\_

**5.02 Methodology Used for the Project—5 Percent**

**Maximum Point Value for this Section - 5 Points**

**100 Points x 15 Percent = 5 Points**

**Proposals will be evaluated against the questions set out below.**

1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

NOTES \_\_\_\_\_

2) How well does the methodology match and achieve the objectives set out in the RFP?

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NOTES \_\_\_\_\_

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3) How well does the methodology interface with the time schedule in the proposal?

NOTES \_\_\_\_\_

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4) Did the contractor adequately address their capacity to complete the project, or how they would acquire the resources or expertise needed?

NOTES \_\_\_\_\_

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5) Does the Contractor provide for adequate support and flexibility in terms of personnel and time?

NOTES \_\_\_\_\_

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**EVALUATOR'S POINT TOTAL FOR 5.02:** \_\_\_\_\_

**5.03 Management Plan for the Project—5 Percent**

**Maximum Point Value for this Section - 5 Points**

**100 Points x 5 Percent = 5 Points**

**Proposals will be evaluated against the questions set out below.**

How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

NOTES \_\_\_\_\_

2) How well is accountability completely and clearly defined?

NOTES \_\_\_\_\_

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3) Is the organization of the project team clear?

NOTES \_\_\_\_\_

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4) How well does the management plan illustrate the lines of authority and communication?

NOTES \_\_\_\_\_

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5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

NOTES \_\_\_\_\_

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6) Does it appear that offeror can meet the schedule set out in the RFP?

NOTES \_\_\_\_\_

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7) Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?

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NOTES \_\_\_\_\_

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8) To what degree is the proposal practical and feasible?

NOTES \_\_\_\_\_

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9) To what extent has the offeror identified potential problems?

NOTES \_\_\_\_\_

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**EVALUATOR'S POINT TOTAL FOR 5.03: \_\_\_\_\_**

**5.04 Experience and Qualifications—35 Percent**

**Maximum Point Value for this Section - 35 Points**

**100 Points x 35 Percent = 35 Points**

**Proposals will be evaluated against the questions set out below.**

**1) Questions regarding the personnel.**

a) Do the individuals assigned to the project have experience on similar projects?

NOTES \_\_\_\_\_

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b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

NOTES \_\_\_\_\_

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c) How extensive is the applicable education and experience of the personnel designated to work on the project?

NOTES \_\_\_\_\_

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**2) Questions regarding the firm.**

a) Has the firm demonstrated experience in completing similar projects on time and within budget?

NOTES \_\_\_\_\_

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b) How successful is the general history of the firm regarding timely and successful completion of projects?

NOTES \_\_\_\_\_

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c) Has the firm provided letters of reference from previous clients?

NOTES \_\_\_\_\_

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d) Is all expertise in-house, outsourced through the use of sub-contractors?

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NOTES \_\_\_\_\_

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e) Did the firm demonstrate they have sufficient staffing and equipment available to complete the project?

NOTES \_\_\_\_\_

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d) If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for the offeror?

NOTES \_\_\_\_\_

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**EVALUATOR'S POINT TOTAL FOR 5.04:** \_\_\_\_\_

**EVALUATOR'S COMBINED POINT TOTAL FOR ALL EVALUATED SECTIONS:** \_\_\_\_\_

**5.05 Contract Cost — 40%**

**Maximum Point Value for this Section — 40 Points**

**100 Points x 40 PERCENT = 40 Points**

Overall, a minimum of 40 percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under SECTION 6.11.

**Converting Cost to Points**

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in SECTION 6.15.

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## ATTACHMENT 3: COST PROPOSAL

Note: The purpose of the cost formula is to provide a mechanism for offerors to submit project costs in a manner that A can evaluate and score and then use to establish billing rates for the resultant contract.

**For Section 5.05 Contract Cost total evaluation points. The Total Contract Amount for Year One will be used for evaluation.**

Please enter a fixed cost in the spaces provided below for completion of each deliverable. AIDEA and AEA, estimates that the total budget not to exceed amount including all renewal options is total contract authorization amount of \$164,000. \$41,000 for one year, with three additional one-year renewal options at the same rate. Hourly rate proposed by the successful Offeror must include all direct and indirect costs associated with the performance of the contract, including, but not limited to employee benefits, payroll, profit, markups, direct expenses, necessary travel costs, supplies, shipping and delivery costs overhead and administrative costs and administrative costs and any and all other expenses associated with the performance of this contract.

1. AIDEA Board Meetings: 6 hours avg \$ \_\_\_\_\_
  
2. AIDEA Budget & Audit Subcommittee: 3 hours avg \$ \_\_\_\_\_
  
3. AEA Board Meetings: 2.75 hours avg \$ \_\_\_\_\_
  
4. BPMC: 2.5 hours avg \$ \_\_\_\_\_
  
5. IMC: 2 hours avg \$ \_\_\_\_\_
  
6. BAS: 3 hours avg \$ \_\_\_\_\_

- 
7. Provide transcription services for the AIDEA Executive Board Meetings, which will usually coincide with the AEA Executive Board Meetings. These are two separate meetings and take place approx. 10 times a year.

AIDEA Estimated Cost \$ \_\_\_\_\_

AEA Estimated Cost \$ \_\_\_\_\_

8. Provide transcription services for the Bradley Lake Management Committee meetings. These meetings take place approx. 10 times a year. Estimated Cost \$ \_\_\_\_\_

9. Provide transcription services for the Intertie Management Committee meetings. These meetings take place approx. 10 times a year. Estimated Cost \$ \_\_\_\_\_

10. Provide transcription services for the Budget and Audit Subcommittee meetings. These meetings take place approx. 24 times a year. Estimated Cost \$ \_\_\_\_\_

11. Total estimated Contract cost a year \$ \_\_\_\_\_

12. How many hours of transcription on average for every hour of recording? \_\_\_\_\_

**Total Contract Amount for One Year \$ \_\_\_\_\_**

**Total Contract Amount for One Year with three renewals \$ \_\_\_\_\_**

## ATTACHMENT 4: STANDARD AGREEMENT FORM

### STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

1. Agency Contract Number	2. Description of Professional Services	3. Solicitation No.	4. Agency Encumbrance Number
5. Vendor Contact Information			6. Alaska Business License Number
<b>This contract is between the</b>			
7. <b>Alaska Industrial Development &amp; Export Authority and Alaska Energy Authority</b>			hereafter the Authorities or AIDEA/AEA, and
8. Contractor			hereafter the Contractor
Mailing Address		City	ST ZIP
<p>9. <b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>ARTICLE 2. Performance of Service:</b></p> <p style="margin-left: 40px;">2.1 Appendix A (General Provisions), Articles 1 through 20, governs the performance of services under this contract.</p> <p style="margin-left: 40px;">2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p style="margin-left: 40px;">2.3 Appendix C sets forth the services to be performed by the Contractor.</p> <p><b>ARTICLE 3. Period of Performance:</b> _____ through _____ ..</p> <p><b>ARTICLE 4. Considerations:</b> _____</p> <p style="margin-left: 40px;">4.1 In full consideration of the Contractor's performance under this contract, the sum shall not exceed <u>\$21,500.00</u> in accordance with the provisions of Appendix D.</p> <p style="margin-left: 40px;">4.2 When billing the State, the Contractor shall refer to the Authorities' Contract Number and send the billing to:</p>			
<p>10. <b>Alaska Industrial Development &amp; Export Authority</b>                  813 West Northern Lights                  Anchorage, Alaska 99503 OR                  Email: <a href="mailto:AIDEAAP@aidea.org">AIDEAAP@aidea.org</a></p>		<p>11. <b>Alaska Energy Authority</b>                  813 West Northern Lights                  Anchorage, Alaska 99503 OR                  Email: <a href="mailto:AEAPayables@aidea.org">AEAPayables@aidea.org</a></p>	
<p>12. <b>CONTRACTOR</b></p> <p>Name of Firm</p> <hr/> <p>Signature of Authorized Representative</p>		<p>14. <b>CERTIFICATION:</b> I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.</p>	
<p>13. <b>AUTHORITIES</b></p> <p>AIDEA &amp; AEA</p>		<p>Signature of Authority Procurement Officer or Designee</p>	
<p>Signature of Authority Executive Director</p>		<p>Date</p>	
<p>Date</p>		<p>Date</p>	

Alan Weitzner, AIDEA Executive Director		Lois Lemus, Contracting Officer
Signature of Authority Executive Director	Date	Project Manager: Email: PH:
Curtis Thayer, AEA Executive Director		

**NOTICE: This contract has no effect until signed by the Authorities Executive Director and Procurement Officer or designee(s).**

**02-093 (12/29/08)**

SAF.DOC

**BACK 02-093 (12/29/08)**

## **APPENDIX A - GENERAL PROVISIONS AND STANDARD CONTRACT TERMS**

### **ARTICLE 1 DEFINITIONS**

- 1.1 In this contract and appendices, "Agency Head" means the Executive Director who signs this contract on behalf of the Authority and includes a successor or authorized representative; and "Procurement Officer" means the Authority's procurement officer named on page 1, or his successor.
- 1.2 "Authority" means the Alaska Energy Authority for which this contract is to be performed and for which the Executive Director or Authorized Designee acted in signing this contract.

### **ARTICLE 2 INSPECTION AND REPORTS**

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

### **Article 3 Disputes**

- 3.1 Any dispute arising under this contract not disposed of by mutual agreement shall be decided in accordance with AS 36.30.620-632.

### **ARTICLE 4 EQUAL EMPLOYMENT OPPORTUNITY**

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

4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the Contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the Contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

4.7 Failure to perform under this article constitutes a material breach of the contract.

**ARTICLE 5 TERMINATION**

The Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the Authority. The Authority is liable only for payment in accordance with the payment provisions of this contract for costs incurred before the effective date of termination.

**ARTICLE 6 NO ASSIGNMENT OR DELEGATION**

The Contractor may not assign, novate, 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 Authority.

**ARTICLE 7 NO ADDITIONAL WORK OR MATERIAL**

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

**ARTICLE 8 INDEPENDENT CONTRACTOR**

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

**ARTICLE 9 N/A**

**ARTICLE 10 OWNERSHIP OF DOCUMENTS**

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this contract for the Authority or delivered to the Authority are produced for hire and remain the sole property of the Authority and may be used by the Authority for any other purpose without additional compensation to the Contractor. The Contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The Contractor, for a period of three years after final payment under this contract, shall 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 the State of Alaska. Subject to the dispute resolution process provided for in Article 3 above, all actions concerning this contract shall be brought in the Superior Court of the State of Alaska and not elsewhere. The Contractor consents to the jurisdiction of the Superior Court of the State of Alaska.

**ARTICLE 12 CONFLICTING PROVISIONS**

Unless specifically amended and approved by the Department of Law, the General Provisions of this contract supersede any provisions in other appendices.



**ARTICLE 13 OFFICIALS NOT TO BENEFIT**

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

**ARTICLE 14 COVENANT AGAINST CONTINGENT FEES**

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

**Article 15 Contract for Similar Services**

The Authority may contract for similar services from other contractors during the term of this contract.

**ARTICLE 16 CONFLICT OF INTEREST**

Promptly after execution of this contract, Contractor shall provide a statement indicating whether or not the firm or any individual working on the contract has a possible conflict of interest. If there is a conflict of interest or appearance of such a conflict, a brief description of the nature of the conflict must be included in the statement. The Authority will evaluate the nature of the conflict, Contractor's statement, and make a determination whether in its opinion a conflict of interest exists. This decision shall be made solely in the Authority's best interest. If a conflict of interest is discovered after contract award, the Authority, after review of the facts surrounding the conflict, may terminate the contract in its entirety.

**ARTICLE 17 SUBCONTRACTORS**

Contractor may subcontract portions of specific work or offer the services of other firms. The Contractor will be required to submit the names and addresses and other required information of all subcontractors. If subcontractors are added in order to respond to a specific work order the contractor will be required to provide information about the subcontractor with their work order proposal.

The Contractor must submit proof of proposed subcontractors' Alaska business licenses and insurance for those businesses working in Alaska within a reasonable time after this contract is executed.

If Contractor proposes to accomplish more than 50% of the work through subcontractors, they must provide a written statement that they are not operating as a joint venture with the other contractors and will be solely responsible for all work products, profits, and losses, as they relate to the performance of this contract. The Authority may terminate the contract in its entirety for any failure to comply with the preceding sentence.

**ARTICLE 18 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 19 FORCE MAJEURE**

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

**ARTICLE 20 CONTRACTOR'S SIGNATURE CERTIFIES THAT:**

- 1) all services provided under this contract by the Contractor shall be performed in the United States; and

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2) the Contractor 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 is located at the following website: <http://www.state.gov/g/tip/> Failure to comply with (a) or (b) of this requirement will cause AEA to cancel the contract.

## ATTACHMENT 5: APPENDIX B - INDEMNIFICATION & INSURANCE

### Article 1. Indemnification

The Contractor shall indemnify, defend, and hold harmless the Authorities from and against any claim of, or liability for, negligent acts, errors, and omissions of the Contractor under this contract. The Contractor shall not be required to indemnify, defend, or hold harmless the Authority for a claim of, or liability for, the independent negligent acts, errors, and omissions of the Authorities. If there is a claim of, or liability for, a joint negligent act, error or omission of the Contractor and Authorities, the indemnification, defense and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Contractor" and "Authorities" include the employees, agents and other contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, or omissions" means negligence other than in the Authorities' selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

### Article 2. Insurance

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

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

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

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

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

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