

Alaska Industrial Development and Export Authority

# REQUEST FOR PROPOSALS



## RFP TITLE: DATA CENTER ADVISEMENT SERVICES

RFP: AIDEA25-013

ISSUED: 10/11/24

The purpose of this work is to obtain the **services of qualified and experienced professionals** as indicated in Section 2 Background Information, to assist Alaska Industrial Development and Export Authority (AIDEA) in through the State of Alaska.

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ISSUED BY:

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**OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.**

**IMPORTANT NOTICE:** IF YOU RECEIVED THIS SOLICITATION FROM THE AIDEA “ONLINE PUBLIC NOTICE” WEB SITE, YOU MUST REGISTER AS A PLAN HOLDER ON THE SITE TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO DO SO MAY RESULT IN THE REJECTION OF YOUR OFFER.

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The Alaska Industrial Development and Export Authority (AIDEA) is soliciting proposals for **DATA CENTER ADVISEMENT SERVICES** to assist AIDEA as indicated in Section 3.

### SEC. 1.02 BUDGET

Alaska Industrial Development and Export Authority (AIDEA) anticipated contract value **total of \$250,000.00** for the period **12/1/2024 to 11/30/2027**, with the option to extend for **three (3)** subsequent annual option years, at the same rate, subject to appropriations. The duration may be up to **six (6)** years. The Contracting Agency reserves the right in its sole discretion to add additional funds to this contract **Not-to-Exceed (NTE)** a combined **total of \$500,000.00** subject to availability of funds and need.

AIDEA 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. AIDEA shall issue Notices to Proceed (NTP) to authorize work against the contract. The contract may be extended for additional years to complete existing NTPs.

AIDEA will not pay per diem for travel purposes.

The Technical Assistance hourly rate proposed by the successful Proposer (see Cost Proposal) must include all direct and indirect costs associated with the performance of the contract, including total hours

at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, shipping and delivery costs, costs of deliverables, meals and any other associated costs with the performance of this Contract (except travel), whatever rates are proposed must be used consistently throughout the Contract.

Payment for the contract is subject to funds already appropriated and identified. Additional funds may be added to this contract as available

### **SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS**

Proposals must be received no later than **1:00 PM** prevailing Alaska Time on **11/06/2024**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

### **SEC. 1.04 PRIOR EXPERIENCE**

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

- Minimum of five (5) years of experience in data center market analysis and design
- Minimum of three (3) years of experience in machine learning/similar AI technologies market analysis or implementation of large scale AI projects
- Proven track record of advisement on successful data center projects and strategic investments.

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 PROPOSED PROJECT STAFF:**

Offeror 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.

The following are examples of potential (but-not-limited-to) labor categories the Authority may have future interest in filling base in task requested and response must name the individuals to perform the following functions:

- **Subject Matter Expert / Advisor**

### **SEC. 1.06 REQUIRED REVIEW**

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

### **SEC. 1.07 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS**

All questions must be in writing and directed to the Chief Procurement Officer. The interested party must confirm telephone conversations in writing.

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

Chief Procurement Officer: **KELLY NOBLE** – PHONE **907-771-3909** - [procurement@aidea.org](mailto:procurement@aidea.org).

## **SEC. 1.08 RETURN INSTRUCTIONS**

If submitting a hard copy proposal, Offerors must submit one hard copy of their proposal to the Chief Procurement Officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

**Alaska Industrial Development and Export Authority**  
Attention: **Kelly Noble**  
Request for Proposal (RFP) Number: **AIDEA25-013**  
RFP Title: **DATA CENTER ADVISEMENT SERVICES**

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

**813 West Northern Lights Blvd.**  
**Anchorage, AK 99503**

If using a delivery service, please use the following address:

**813 West Northern Lights Blvd.**  
**Anchorage, AK 99503**

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to [procurement@aidea.org](mailto:procurement@aidea.org) as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf” (Vendor A is the name of the Offeror). The email must contain the RFP number in the subject line.

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

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

It is the Offeror’s responsibility to contact the issuing agency at [procurement@aidea.org](mailto:procurement@aidea.org) to confirm that the proposal has been received. AIDEA is not responsible for unreadable, corrupt, or missing attachments.

## **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 Chief Procurement 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 state's request in accordance with 2 AAC 12.290.

**SEC. 1.11 AMENDMENTS TO THE RFP**

If an amendment is issued before the deadline for receipt of proposals, the amendment will be posted on the AIDEA website at [www.aideaaeaprocurement.org](http://www.aideaaeaprocurement.org). The link to the posting of the amendment will be provided to all who were notified of the RFP and to those who have registered with the Chief Procurement Officer after receiving the RFP.

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

**SEC. 1.12 RFP SCHEDULE**

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

ACTIVITY	TIME	DATE
Issue Date / RFP Released	TBD	10/11/2024
Deadline for Receipt of Proposals / Proposal Due Date	1:00 PM AKST	11/06/2024
Proposal Evaluations Complete	1:00 PM AKST	11/13/2024
Notice of Intent to Award	TBD	11/14/2024
Contract Issued	TBD	11/25/2024

This RFP does not, by itself, obligate AIDEA. AIDEA’s obligation will commence when the contract is approved by Executive Director of AIDEA. Upon written notice to the contractor, AIDEA may set a different starting date for the contract. AIDEA will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

**SEC. 1.13 PRE-PROPOSAL**

No applicable.

**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 AIDEA’s Project Manager.

## **SECTION 2. BACKGROUND INFORMATION**

### **SEC. 2.01 BACKGROUND INFORMATION**

The Alaska Industrial Development and Export Authority (AIDEA) is a public corporation of the State of Alaska, with a separate legal existence. The main office is currently at 813 West Northern Lights, in Anchorage, AK 99503.

The Authority's primary mission is to promote, develop and advance economic growth and diversification in Alaska by providing various means of financing and investment. It does this through a number of programs including loan participation, development projects, and other programs.

Through AIDEA's Project and Infrastructure Development programs, the Authority has an active role in supporting economic diversity, job creation, and resource development. Examples of projects eligible for the Project Development program include industrial and resource development facilities, sea-ports, airports, federal facilities, community public purpose, and communications essential for regional economic well-being. The Infrastructure Development program includes private use industrial roads, energy inter-connection systems, port and rail-route expansion, and energy infrastructure. The Authority needs an adviser that can provide project support services from the initial evaluation stage through structuring and closing financing agreements.

To know more about AIDEA business practices Offerors should review the AIDEA website. <http://www.aidea.org>

The Authority (AIDEA) is requesting proposals responses from firms with capacity and capability of providing Advisor services on Data Centers and AI/Cloud infrastructure in order to assist the Authority's management and the board in decisions that could further the goals of the Authority.

## **SCOPE OF WORK & CONTRACT INFORMATION**

### **SEC. 2.02 SCOPE OF WORK**

The scope of work items are identified below. The actual scope of work and requirements for each task order will be identified in the request for proposals (RFP) issued to the selected term Contractor(s). All task orders will include a Project Management component. The Contractor shall invoice monthly and submit brief monthly progress reports (1-2 pages) that include a description of the activities and/or deliverables completed that period, budget status, and planned activities for the next quarter.

#### **OBJECTIVE:**

To provide expert advisory services on strategic investments in technology infrastructure, including data centers and AI-driven cloud storage solutions to enhance AIDEA's strategic partners technological infrastructure and maintain a competitive edge.

#### **SCOPE OF SERVICES:**

## **1. INITIAL ASSESSMENT:**

- Conduct a comprehensive review of Alaska’s current market for technology infrastructure, data centers, and hosting AI cloud processing capabilities.
- Identify gaps, strengths, and areas for improvement.
- Identify customers and consumers of the Alaskan market
- Analyze the advantages of Alaskan temperatures on data center performance and buildouts

## **2. MARKET ANALYSIS:**

- Analyze current market trends in technology infrastructure, data centers, and AI cloud processing centers.
- Evaluate potential investment opportunities and risks.
- Provide insights into emerging technologies and their potential impact on the industry.
- Provide 10 year forecasting of technologies and potential investment prospect
- Engage in market projections to enable strategic decision-making
- Analyze both commercial and government markets for compliance requirements that impact feasibility based on requirements similar to FedRAMP and StateRamp along with typical government compliance regimes for example HIPAA, CJIS, FERPA, FTI, Pub1075, and SOA

## **3. CONSULTING AND ADVISORY SERVICES:**

- Provide strategic consulting on data center development, build, buy, sell, and management.
- Offer advisory services on integrating data center real estate, facilities, and technology systems into a single operational and financial model.
- Offer advisory services on diversifying and maximizing co-investments and grant opportunities on critical infrastructure technology
- Advise on energy optimization strategies to reduce operational costs and improve sustainability.
- Evaluate power availability and supply considerations for site selection.
- Advise on analytics and monitoring tools to optimize costs and maximize uptime throughout the data center lifecycle.
- Advise on project monitoring of data center developments from inception to completion entails, providing AIDEA staff with the ability to implement best practices.
- Advise on the methods of modernization and optimization of existing data centers.

## **4. STRATEGIC PLANNING:**

- Develop a strategic investment plan tailored to AIDEA's goals and budget.
- Recommend specific data center buildouts and AI cloud processing solutions that match the strengths of the Alaskan technology landscape.
- Outline a roadmap for implementation, including timelines and milestones.

## **5. FINANCIAL ANALYSIS:**

- Conduct a cost-benefit analysis of proposed investments.
- Provide financial projections and ROI estimates.
- Advise on funding options and financial strategies.

## **6. PARTNER EVALUATION:**

- Identify and evaluate potential partners and service providers providing AIDEA with cost evaluations
- Provide scenario breakdowns with different investments and partners including geographical concerns
- Assist in the review process, including proposal evaluation.



- Evaluate supply chain risk of potential partners and their technologies, along with mitigation strategies

## **7. INVESTMENT SUPPORT:**

- Provide guidance during the investment phase.
- Monitor progress and ensure alignment with strategic goals.
- Offer troubleshooting and problem-solving support as needed.

## **8. TRAINING AND KNOWLEDGE TRANSFER:**

- As needed, conduct training sessions for AIDEA's staff on new technologies and processes.
- Ensure effective knowledge transfer to internal teams.
- Due to the rapidly evolving field, provide regular market and technology updates through regular awareness outreach to AIDEA's staff

## **9. REPORTING AND DOCUMENTATION:**

- Prepare detailed reports on findings, recommendations, and progress.
- Maintain comprehensive documentation of all activities and deliverables.

## **RISK ASSESSMENT:**

### **10. RISK IDENTIFICATION:**

- Identify potential risks associated with data center and AI cloud processing investments, including technological, financial, operational, and regulatory risks.
- Assess the likelihood and impact of identified risks.

### **11. RISK MITIGATION STRATEGIES:**

- Develop strategies to mitigate identified risks.
- Recommend best practices for risk management and contingency planning.

### **12. ONGOING RISK MONITORING:**

- Implement a framework for ongoing risk monitoring and management.
- Provide regular updates on risk status and mitigation efforts.

## **CONSULTANT QUALIFICATIONS:**

### **13. EXPERIENCE AND EXPERTISE:**

- Minimum of five (5) years of experience in data center market analysis and design
- Minimum of three (3) years of experience in machine learning/similar AI technologies market analysis or implementation of large scale AI projects
- Proven track record of advisement on successful data center projects and strategic investments.

### **14. TECHNICAL KNOWLEDGE:**

- In-depth understanding of critical technology infrastructure, data center infrastructure, AI cloud processing technologies, and market trends.
- Familiarity with industry standards and best practices.

**15. ANALYTICAL SKILLS:**

- Strong analytical and financial modeling skills.
- Ability to conduct comprehensive market and risk assessments.

**16. COMMUNICATION SKILLS:**

- Excellent written and verbal communication skills.
- Ability to present complex information clearly and concisely to AIDEA staff that can be directly given to stakeholders.

**17. CERTIFICATIONS:**

- Relevant certifications in data center management, cloud computing, or related fields (e.g., CDCP, CDCS, AWS Certified Solutions Architect).

**18. PROPOSED AIDEA PROJECT STAFF:**

- Project Staff. All services must be performed by or under the direct supervision of the following individuals (replacement of, or addition to, the Project Staff named below shall be accomplished only by prior written approval from AIDEA).

<u>Name</u>	<u>Project Responsibilities</u>
Randy Ruaro	Executive Director/Deliverable End User
Brandon Breczynski	Project Manager
Leonard Robertson	Existing Information Support/Deliverable End User

**SEC. 2.03 CONTRACT TERM AND WORK SCHEDULE**

The length of the contract will be from the date of award, approximately **12/1/2024**, until completion, approximately **11/30/2027**. The contract may be extended **three (3) one (1)** year extensions term agreements for these services. The duration may be up to **six (6)** years based on available funding and contractor performance.

The Authority may issue multiple NTP's to the Contractor under this contract.

Unless otherwise provided in this RFP, AIDEA and the successful Offeror/contractor agree:

- (1) that any extension 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) the Contracting Officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the Contracting Officer via a written contract amendment.

This RFP does not, by itself, obligate the Authority. The Authority's obligation will commence when the Executive Director of Alaska Industrial Development & 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.

Alaska Industrial Development and Export Authority (AIDEA) reserves the right in its sole discretion to add additional funds to this contract subject to availability of funds and need.

Unless otherwise provided in this RFP, AIDEA and the successful Offeror/contractor agree: (1) that any extension 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) the Chief Procurement Officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the Chief Procurement Officer via a written contract amendment.

## **SEC. 2.04 DELIVERABLES**

The location of the services is statewide depending on the specific task awarded through future Notice to Proceeds (NTP's). Travel may be necessary at times with some tasks.

Once the **most qualified firm** is selected and awarded a Contract by the AUTHORITY, will provide all the selected CONSULTANT AGENCY(s) formal communication via email of any professional services needs to execute based on the description of work established in this RFP and/or any addenda.

There are not bound to a minimum or maximum period of employment up to the limit of the contract.

All task orders will include a Project Management component. The Contractor shall invoice monthly and submit brief monthly progress reports (1-2 pages) that include a description of the activities and/or deliverables completed that period, budget status, and planned activities for the next quarter.

### Deliverables may include, but are not limited to:

- Initial Assessment Report
- Market Analysis Report
- Strategic Investment Plan
- Financial Analysis Report
- Vendor Landscape Report
- Risk Assessment Report
- Final Project Report

### Attend Meetings, Coordination, Presentations

- As needed

Assignments will be tasked at the discretion of the Authority. If agreement on scope, schedule, or costs for a specific project/NTP cannot be reached, the Authority reserves the right to terminate negotiations.

Any changes to scope, schedule or budget requires an NTP amendment and is not effective until a signed amendment is issued.

The Authority shall not be obligated to the Contractor in any way if the Contractor acts on communications issued by anyone other than the Authority's Project Manager (or designee).

**AIDEA makes no guarantee to any minimum or maximum amount of work that the contractor may perform under this contract. AIDEA shall issue Notices to Proceed (NTP) to authorize work against the contract.**

Report monthly on each project with a synopsis of deliverables completed, hours worked by topic, and expenses incurred for each project. Any trip reports shall be submitted to the project manager within 30 days of travel.

This document does not and is not intended to include or address every item that will be included or addressed in the contract for professional services.

## **SEC. 2.05 CONTRACT TYPE**

This contract is a **Fixed Price and Time and Expenses** contract.

## **SEC. 2.06 PROPOSED PAYMENT PROCEDURES**

Alaska Industrial Development and Export Authority (AIDEA) will make payments based on a negotiated payment schedule. Each billing must consist of an invoice, a revised schedule, updated status report noting any issues, and electronic copy of completed Report. No payment will be made until the progress report and invoice has been approved by the Project Manager.

## **SEC. 2.07 PROMPT PAYMENT FOR STATE PURCHASES**

Not Applicable.

## **SEC. 2.08 CONTRACT PAYMENT**

No payment will be made until the contract is approved by the **Executive Director of Alaska Industrial Development and Export Authority (AIDEA)**. 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. 2.09 CONTRACT PRICE ADJUSTMENTS**

**Consumer Price Index (CPI):** Contract prices will remain firm through **December 1, 2030**.

The Contractor or State may request price adjustments, no sooner than 12 months from the Contract execution date, and no more than once per contract year. Contractors must submit a request to the State at least thirty (30) days prior to the end of the current term. All Requests must be in writing and must be received 30 days prior to the Contract renewal date.

- a. If the Contractor or State fail to request a CPI price adjustment 30 days prior to the Contract renewal date, the adjustment will be effective 30 days after the State or Contractor receives their written request.
- b. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.
- c. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year reported HALF1 (January through June 2024) (depends on the timing, may be HALF2 for July-December); and each HALF1 (or HALF2) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. All price adjustments must be approved by the Chief Procurement Officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a Contract Amendment issued by the Chief Procurement Officer.
- d. Approval for all price increases is dependent upon full compliance with the terms of the Contract including reporting requirements.

## **SEC. 2.10 LOCATION OF WORK**

The location(s) the work is to be performed, completed and managed for this project could be at various locations in Alaska.

Alaska Industrial Development and Export Authority (AIDEA) **WILL NOT** provide workspace for the contractor. The contractor must provide its own workspace.

All travel must be pre-approved by the Project Manager prior to any commitment.

1. The contractor will be responsible for all travel arrangements.
2. Airline travel will be reimbursed at coach or comparable rates with a minimum of seven (7) days advance purchase unless the Authority's explicit waiver of this requirement is provided to the contractor.
3. Rural travel may be on small planes and/ or ferry.
  - A. There are usually no hotels or lodging facilities. "Accommodations" may consist of the contractor supplying their own sleeping bag and pad and staying at the community's school, utility's office, or private residence.
  - B. There are usually no restaurants or cooking facilities. Food can usually be purchased at local stores but it is recommended that the contractor bring some food with them.
4. Rental car agreement and final receipt are required to reimburse this transportation expense.
  1. Mileage reimbursement at the approved IRS rate per mile for the using personal automobile.
6. The contractor should include in their price proposal, an example of travel to Anchorage with transportation, lodging, and per diem costs sufficient to pay for one (1) person(s) to travel when requested. The Authority will inform the contractor when and where they will need to travel.

7. 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>)
8. Lodging and meals normally paid to Alaska State Employees (General Government Unit) on travel status per Alaska AAM 60.

The Contractor likely will participate in Project Meetings in Anchorage with AIDEA staff at the AIDEA office building as well as online through Microsoft Teams as needed and mutually agreed upon.

By signature on their proposal, the Offeror certifies that all services provided under this contract by the contractor shall not be performed in countries sanctioned, embargoed, or prohibited by the United States and efforts will be made to encompass as much work as possible to be located in the United States.

Failure to comply with these requirements may cause the Authority to reject the proposal as non-responsive, or cancel the contract.

## **SEC. 2.11 THIRD-PARTY SERVICE PROVIDERS**

Not Applicable.

## **SEC. 2.12 SUBCONTRACTORS**

Subcontractors will not be allowed.

## **SEC. 2.13 JOINT VENTURES**

Joint ventures will not be allowed.

## **SEC. 2.14 RIGHT TO INSPECT PLACE OF BUSINESS**

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. 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 Chief Procurement Officer at the Authority's expense will make site inspection.

## **SEC. 2.15 F.O.B. POINT**

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

## **SEC. 2.16 CONTRACT PERSONNEL**

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the Project Manager or Chief Procurement Officer. Changes that are not approved by the state may be grounds for the state to terminate the contract.

## **SEC. 2.17 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 state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The Project Manager or Chief Procurement Officer 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 state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

## **SEC. 2.18 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS**

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

The contractor will not commence additional work until the Project Manager has secured any required Authority approvals necessary for the amendment and issued a written contract amendment, approved by the Executive Director of Alaska Industrial Development and Export Authority.

## **SEC. 2.19 NONDISCLOSURE AND CONFIDENTIALITY**

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

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

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

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

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

## **SEC. 2.20 INDEMNIFICATION**

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

## **SEC. 2.21 INSURANCE REQUIREMENTS**

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the Chief Procurement Officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.



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

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

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

**Professional Liability Insurance:** covering all errors, omissions or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$300,000 per claim /annual aggregate.

As required by Appendix B<sup>2</sup>, Evidence of Insurance executed by the carrier's representative and issued to the Authority, shall consist of a Certificate of Insurance or the policy declaration page with required endorsements and certifications included or attached. If a certificate is provided such evidence must include language substantially as follows:

“All policies described herein comply with all aspects of the insurance requirements of the Contract Documents for:

**Project Title: “Data Center Advisement Services”**  
**Project Number(s): AIDEA25-013**

A copy of insurance requirements for this Contract is attached for your convenience. We suggest you provide a copy of the insurance requirements and this letter to your carrier(s).

Note: You are reminded that your insurance carrier must list the AIDEA as an additional insured for all liability coverage per the contract specifications. The Certificate Holder shall be as follows:

**Alaska Industrial Development and Export Authority (AIDEA)**  
**AIDEA25-013 - Data Center Advisement Services**  
**813 West Northern Lights Blvd.**  
**Anchorage, Alaska 99503**

## **SEC. 2.22 FINANCIAL SOVENCY AND ABILITY TO CONDUCT BUSINESS**

Both before and after the granting of any contract or agreement under this Request for Proposals the Contractor at all times must be financially solvent and have the ability to conduct business. Any agreement, contract or proposal with the contractor will terminate without notice to the contractor in the event that the contractor:

(a) was or will be insolvent, as that term is used and defined in Section 101(32) of the United States Bankruptcy Code and Section 2 of the Uniform Fraudulent Transfer Act.

(b) has unreasonably small capital or is engaged or about to engage in a business or a transaction for which any remaining assets of the contractor or affiliate are unreasonably small.

(c) by executing, delivering or performing its obligations under any agreements or documents to which it is a party or by taking any action with respect thereto, intends to, nor believes that it will, incur debts beyond its ability to pay them as they mature;

(d) contemplates filing a petition in bankruptcy or for an arrangement or reorganization or similar proceeding under any law any jurisdiction, or, to the best knowledge of the contractor, is the subject of any actual, pending or threatened bankruptcy, insolvency or similar proceedings under any law of any jurisdiction.

(e) incurs any suspension and debarment or is declared ineligible or voluntarily excluded as such terms are defined under any of the debarment regulations of any United States federal government agency or department.

## **SEC. 2.23 TERMINATION FOR DEFAULT**

If the Project Manager or Chief Procurement Officer 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 Alaska Industrial Development and Export 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 state's termination rights under the contract provisions of Appendix A, attached in **SECTION 7. ATTACHMENTS**.

## **SECTION 3. PROPOSAL FORMAT AND CONTENT**

### **SEC. 3.01 INTRODUCTION**

Proposals must include the complete name and address of Offeror's firm and the name, mailing address, and telephone number of the person the state 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.

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

This RFP contains Submittal Forms, which must be completed by the Offeror and submitted as their proposal. An electronic copy of the forms is posted along with this RFP. Offerors shall not re-create these forms, create their own forms, or edit the format structure of the forms unless permitted to do so.

Unless otherwise specified in this RFP, the Submittal Forms shall be the Offeror's entire proposal. Do not include any marketing information in the proposal.

## SEC. 3.02 PROPOSAL CONTENTS

The following information must be included in all proposals.

### (a) AUTHORIZED SIGNATURE

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

### (b) OFFEROR'S CERTIFICATION

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

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

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

### (c) VENDOR TAX ID

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

### (d) CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by 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 Chief Procurement Officer** reserves the right to **consider a proposal non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the Offeror. The Executive Director's determination regarding any questions of conflict of interest shall be final.

### (e) FEDERAL REQUIREMENTS

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

### **SEC. 3.03 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 in the the separate Cost Proposal

Offerors 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.

### **SEC. 3.04 UNDERSTANDING OF THE PROJECT**

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

### **SEC. 3.05 METHODOLOGY USED FOR THE PROJECT**

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

**SPECIAL NOTE:** The Offeror shall not disclose their costs in this Submittal Form.

### **SEC. 3.06 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.

Offerors must provide a work plan, complete with contingencies for overcoming expected delays, project challenges and other anticipated problems. This work plan shall also include an estimate for how many community assessments the Offeror expects to complete by the end of this contract (planned by month). Note that the Offeror should describe the assumptions used to estimate this number, as the variety of facilities and locations are highly variable.

SPECIAL NOTE: The Offeror shall not disclose their costs in this Submittal Form

### **SEC. 3.07 COST PROPOSAL**

Offerors must complete and submit this Submittal Form, see attachment #1. Proposed costs must include two hourly rates. The first rate to be considered is an hourly field rate for each individual to be sent to each village, to be summed into a single hourly rate in each village. The second being a standby hourly rate for each team member, to be summed into a single hourly rate in order to account for delays incurred while traveling in rural Alaska.

Based on the overall project parameters provided under the scope of work contained within this RFP, present a work plan for the project. This work plan should describe, in some detail, the Offeror's approach to the project. That should include a proposed project timeline, conceptual approach to the overall project, and specific approaches and estimated cost requirements that will be used to generate results for each of the items in the scope of work.

The Offeror will need to provide a fixed fee for the production of reports to use for evaluation. Include an hourly rate price list for staff that will travel to the site for evaluation.

Overall, a minimum of 40% of the total evaluation points will be assigned to cost.

The lowest cost proposal will receive the maximum number of points allocated to cost. (see attached Cost Proposal Form).

Offerors must estimate the number of hours by this proposal. This estimate will be used to calculate the proposal cost estimate.

Expenses associated with travel such as lodging, airfare, food, and per-diem shall be excluded from this cost proposal.

### **SEC. 3.08 BID BOND – PERFORMANCE BOND**

#### ***Bid Bond***

Offerors are not required to obtain a bid bond for to submit a proposal.

#### ***Performance Bond***

Offerors are not required to obtain a Performance bond for to submit a proposal.

### **SEC. 3.09 EVALUATION CRITERIA**

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

## SECTION 4. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

### SEC. 4.01 SUMMARY OF EVALUATION PROCESS

The state will use the following steps to evaluate and prioritize proposals:

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate the Technical portion of all responsive proposals.
- 3) Each responsive Technical Proposal will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the proposals based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the Chief Procurement Officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the Chief Procurement Officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The Chief Procurement Officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The Chief Procurement Officer may ask for best and final offers from Offerors susceptible for award and revise the cost scores accordingly.
- 9) The state will then conduct any necessary negotiations with the highest scoring Offeror and award a contract if the negotiations are successful.

### SEC. 4.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: 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.

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria	Weight
Experience and Qualifications	125
Understanding of the Project	125
Methodology Used for the Project	125
Management Plan for the Project	125
<b>Total</b>	<b>500</b>

Cost Criteria	Weight
Cost Proposal	400
Total	400

Preference Criteria	Weight
Alaska Offeror Preference (if applicable)	100
Total	100

**TOTAL EVALUATION POINTS AVAILABLE: 1000**

### SEC. 4.03 SCORING METHOD AND CALCULATION

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in Sections 5.04 through 5.07 and assign a single score of 1 through 10, with 10 representing the highest score and 1 representing the lowest score. Using only whole numbers, PEC members should start with a score of 5 on each section. The score may either increase or decrease depending on the Offeror’s response to each question for that section. As an example, if the Offeror provided responses over and above the evaluation questions in a section, they would receive a higher score. However, if the Offeror’s response fails to address all questions of a section or demonstrates some lack of understanding or competency as it relates to a question for that section, the Offeror would then receive a lower score.

After the PEC has scored, the scores for each section will be totaled and the following formula will be used to calculate the total amount of points awarded for each section:

$$\frac{\text{Offeror Total Score}}{\text{Highest Total Score Possible}} \times \text{Max Points} = \text{Points Awarded}$$

**Example (Max Points for the Section = 100):**

	PEC Member 1 Score	PEC Member 2 Score	PEC Member 3 Score	PEC Member 4 Score	Combined Total Score	Points Awarded
<b>Offeror 1</b>	10	5	5	10	30	75
<b>Offeror 2</b>	5	5	5	5	20	50
<b>Offeror 3</b>	10	10	10	10	40	100

**Offeror 1** was awarded 75 points:

$$\frac{\text{Offeror Total Score (30)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (75)}$$



**Offeror 2** was awarded 50 points:

Offeror Total Score (20)

$$\frac{\text{Offeror Total Score (20)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (50)}$$

**Offeror 3** was awarded 100 points:

Offeror Total Score (40)

$$\frac{\text{Offeror Total Score (40)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (100)}$$

#### **SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (15%)**

**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) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the Offeror?

#### **SEC. 4.05 UNDERSTANDING OF THE PROJECT (5%)**

**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 state expects it to provide?
- 4) Has the Offeror demonstrated an understanding of the state's time schedule and can meet it?

## SEC. 4.06 METHODOLOGY USED FOR THE PROJECT (20%)

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?

## SEC. 4.07 MANAGEMENT PLAN FOR THE PROJECT (10%)

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?
- 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. 4.08 CONTRACT COST (Cost Proposal) (40%)

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. After the Chief Procurement Officer applies any applicable preferences, the Offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

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

**Example (Max Points for Contract Cost = 400):**

### 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 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

**Offeror #1 receives 400 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, 400 points.

**Offeror #2 receives 374.3 points.**

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 374.3$$

**Offeror #3 receives 336.8 points.**

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 336.8$$

**SEC. 4.09 ALASKA OFFEROR PREFERENCE (10%)**

Per 2 AAC 12.260, if an Offeror qualifies for the Alaska Bidder Preference, the Offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points, which will be added to the Offeror’s overall evaluation score.

**Example:**

**Step 1**

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

$$1000 \text{ Total Points Available in RFP} \times 10\% \text{ Alaska Offeror preference} = 100 \text{ Points for the preference}$$

**Step 2**

Determine which Offerors qualify as Alaska bidders and thus, are eligible for the Alaska Offeror preference. For the purpose of this example, presume that all proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	830 points	No Preference	0 points
Offeror #2	740 points	Alaska Offeror Preference	100 points
Offeror #3	800 points	Alaska Offeror Preference	100 points

**Step 3**

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

Offeror #1	830 points		
Offeror #2	840 points (740	points	+ 100 points)
<b>Offeror #3</b>	<b>900 points (800 points + 100 points)</b>		

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

## SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

### SEC. 5.01 INFORMAL DEBRIEFING

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

### SEC. 5.02 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 Preference and Alaska Offeror Preference, an Offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the Offeror possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the proposal that the Offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state'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. 5.03 SITE INSPECTION

Alaska Industrial Development and Export 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 state reasonable access to relevant portions of its work sites. Individuals designated by the Chief Procurement Officer at the state's expense will make site inspection.

#### **SEC. 5.04 CLARIFICATION OF OFFERS**

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

#### **SEC. 5.05 DISCUSSIONS WITH OFFERORS**

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

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

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

#### **SEC. 5.06 EVALUATION OF PROPOSALS**

The Chief Procurement 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 4. 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. 5.07 CONTRACT NEGOTIATION**

After final evaluation, the Chief Procurement Officer may negotiate with the Offeror of the highest-ranked proposal.

Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked Offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state 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 REDOUBT conference room on the 1ST floor of the AIDEA/AEA Building in ANCHORAGE, Alaska.

If the contract negotiations take place in ANCHORAGE, Alaska, the Offeror will be responsible for their travel and per diem expenses.

### **SEC. 5.08 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 state, after a good faith effort, simply cannot come to terms,

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

### **SEC. 5.09 OFFEROR NOTIFICATION OF SELECTION**

After the completion of contract negotiation, the Chief Procurement Officer will issue a written Notice of Intent to Award (NOIA) and send copies of that notice to all Offerors who submitted proposals. The notice will set out the names of all Offerors and identify the Offeror selected for award.

### **SEC. 5.10 PROTEST**

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

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

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

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

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

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

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

- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

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

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

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

## SEC. 5.11 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

### [Application Of Preferences](#)

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)
- Alaska Veteran's Preference - AS 36.30.321(f)

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

## SEC. 5.12 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 Certification Form**

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

### **SEC. 5.13 ALASKA VETERAN PREFERENCE**

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

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

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

### **Alaska Veteran Preference Certification**

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

### **SEC. 5.14 STANDARD CONTRACT PROVISIONS**

The contractor will be required to sign the state's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A) **OR** Standard Contract Form for Goods and Non-Professional Services (form SCF.DOC/Appendix A). This form is attached with the RFP 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, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and



conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), must be set out in the Offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

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

### **SEC. 5.15 QUALIFIED OFFERORS**

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

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

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

### **SEC. 5.16 PROPOSAL AS PART OF THE CONTRACT**

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

### **SEC. 5.17 ADDITIONAL TERMS AND CONDITIONS**

The state 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. 5.18 HUMAN TRAFFICKING**

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

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/trafficking-in-persons-report/>

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

### **SEC. 5.19 RIGHT OF REJECTION**

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

Offerors may not qualify the proposal nor restrict the rights of the state. If an Offeror does so, the Chief Procurement Officer may determine the proposal to be a non-responsive counteroffer and the proposal may be rejected.

Minor informalities that:

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

may be waived by the Chief Procurement Officer.

The State reserves the right to refrain from making an award if it determines that it is not in the best interest of the State.

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

## **SEC. 5.20 AIDEA NOT RESPONSIBLE FOR PREPARATION COSTS**

Alaska Industrial Development and Export Authority will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

## **SEC. 5.21 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.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an Offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an Offeror submits with its proposal as CBI, the Offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the Offeror asserts make the information CBI. If the Offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the Offeror does these things, OPPM or their designee will evaluate the Offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the Offeror an opportunity to object to the disclosure of the information.

## SEC. 5.22 ASSIGNMENT

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

## SEC. 5.23 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 State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

## SEC. 5.24 SEVERABILITY

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

## SEC. 5.25 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.08 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state'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 state'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. 5.26 SOLICITATION ADVERTISING

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

## SEC. 5.27 FEDERALLY IMPOSED TARIFFS

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

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

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

## SECTION 6. ATTACHMENTS

### SEC. 6.01 ATTACHMENTS

#### Attachments:

- 1) Attachment 1 Cost Proposal.
- 2) Attachment 2 PSA Appendix B2 - Indemnity and Insurance
- 3) Attachment 3 Formerly Employee Certificate
- 4) Attachment 4 Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion -Lower Tier Covered Transactions
- 5) Attachment 5 Alaska Bidder Preference Certification
- 6) Attachment 6 Professional Service Agreement Form with Appendix



# COST PROPOSAL

## Attachment #1

### RFP: AIDEA25-013

#### DATA CENTER ADVISEMENT SERVICES

FIRM:

Position	Job Function	Name	Max Billing Rate (2024)	Total Effort (%)
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	

Company Name	Address	City	State	ZIP Code	Phone Number
Alaska Business License No.	Vendor Tax I.D.				
<hr/> Authorized Signature		<hr/> Date		<hr/> Typed Name and Title	

The hourly rate proposed by the successful Proposer must include all direct and indirect costs associated with the performance of the contract, including total hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, shipping and delivery costs, costs of deliverables, meals and any other associated costs with the performance of this Contract (except travel), whatever rates are proposed must be used consistently throughout the Contract.



## APPENDIX B<sup>2</sup> INDEMNITY AND INSURANCE

### Article 1. Indemnification

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

### Article 2. Insurance

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

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

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

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

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

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



ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT AUTHORITY

Former Employee’s Certification of Eligibility
Under the Alaska Executive Branch Ethics Act
(AS 39.52.140, AS 39.52.180)

Project Title: DATA CENTER ADVISEMENT SERVICES
RFP # AIDEA25-013

I am a former employee of the State of Alaska and left state service within the last two years. My last position with the state was [job title] with the [name of state agency and administrative unit]. I propose to work on [describe state contract or other matter] on behalf of [name of current employer]. This work will not involve any matter (a) that was under consideration by the state administrative unit that I served, and (b) in which I participated personally and substantially during my state service through the exercise of official action (“official action” means a recommendation, decision, approval, disapproval, vote, or other similar action or inaction). I am therefore eligible to participate in this [contract or matter] under the Alaska Executive Branch Ethics Act. I also understand that as a former public officer I may not disclose or use information acquired in the course of my official duties that could in any way result in a benefit to me or my family, if the information has not been disseminated to the public, or that is confidential by law, without appropriate authorization.

I certify under penalty of perjury that the foregoing is true.

Dated: \_\_\_\_\_, 20\_\_, at \_\_\_\_\_, Alaska.

\_\_\_\_\_[name of former state employee]

STATE OF ALASKA )
) ss.
\_\_\_\_\_ JUDICIAL DISTRICT )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, [name of former state employee], whom I know to be the individual described in and who executed this certification, personally appeared before me and acknowledged that [s]he signed the certification as [her or his] free and voluntary act.

IN WITNESS WHEREOF, I have placed my signature and affixed my official seal.

\_\_\_\_\_[Notary Public in and for Alaska]
My commission expires: \_\_\_\_\_

If no notary or other official (judge, magistrate, U.S. postmaster or municipal clerk) is available, omit the notary certificate and include the following statement in the text: A notary or other official empowered to administer oaths is unavailable.



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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 Non-procurement 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

Project Name

---

Name and Title

---

Signature

Date



# ALASKA BIDDER PREFERENCE CERTIFICATION

## AS 36.30.321(A) / AS 36.30.990(2)

**BUSINESS NAME:**

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

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

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

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

**Alaska Bidder Preference Questions:**

1) Does your business hold a current Alaska business license per [AS 36.30.990\(2\)\(A\)](#)?

YES       NO

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

2) Is your business submitting a bid or proposal under the name appearing on the Alaska business license noted in **Question 1** per [AS 36.30.990\(2\)\(8\)](#)?

YES       NO

3) Has your business maintained a **place of business** within the state **staffed by the bidder or offerer** or an employee of the bidder or offerer for a period of six months immediately preceding the date of the bid or proposal per [AS 36.30.990\(2\)\(C\)](#)?

YES       NO

If YES, please complete the following information:

**A. Place of Business**

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

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

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

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

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

**YES**       **NO**

B. The bidder or offeror, or at least one employee of the bidder or offeror, must be a resident of the state under [AS 16.05.415\(0\)](#) per [2 AAC 12.990{b}{7}](#).

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

**YES**       **NO**

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

**YES**       **NO**

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

**YES**       **NO**

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

**YES**       **NO**

4) Per [AS 36.30.990{2}{0}](#), is your business **(CHOOSE ONE)**:

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

**YES**       **NO**

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

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

**YES**       **NO**

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

**YES**       **NO**

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

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

**YES**       **NO**

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

#### **Alaska Veteran Preference Questions:**

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

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

**YES**       **NO**

B. A **partnership** under AS 32.06 or AS 32.11 **AND** a majority of the partners are Alaska veterans?



# STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

1. Agency Contract Number <b>24xxxx</b>		2. Solicitation No. <b>24xxx</b>		3. Agency Assigned Encumbrance Number <b>Purchase Order # NAVISION</b>	
4. Contract Title <b>RFP TITLE</b>			5. Alaska Business License Number <b>TBD</b>		
This contract is between <b>Alaska Industrial Development and Export Authority</b> hereafter <b>AIDEA</b> or the Authority					
6. Contractor <b>Vendor's Name</b> <span style="float: right;">Hereafter the Contractor</span>					
7. Mailing Address <b>Vendor's Address</b>			Email: <b>Vendor@email.com</b>		
8. <b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.  <b>ARTICLE 2. Performance of Service:</b> 2.1 Appendix A (General Provisions), Articles 1 through 24, governs the performance of services under this contract. 2.2 Appendix B sets forth the liability and insurance provisions of this contract. 2.3 Appendix C sets forth the services to be performed by the Contractor.  <b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract commences on: <b>DATE</b> , and concludes on: <b>DATE</b> , with an initial award amount of <b>\$20,000.00</b> . The Contracting Agency reserves the right in its sole discretion to add additional funds to this contract, this includes three optional one-year extensions, each valued at up to <b>\$10,000.00</b> . The total duration may extend up to <b>five years</b> , subject to the availability of funds and necessity, as determined at the sole discretion of the Contracting Agency.  <b>ARTICLE 4. Considerations:</b> 4.1 In full consideration of the Contractor's performance under this contract, the Authority shall pay the Contractor a sum not to exceed <b>\$50,000.00</b> in accordance with the provisions of Appendix D. 4.2 When billing the Authority, the Contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to: <a href="mailto:aideaap@aidea.org">aideaap@aidea.org</a>					
11. Authority of Alaska Industrial Development and Export Authority			Attention: <b>Project Manager's Name</b>		
Mailing Address 813 West Northern Lights Boulevard, Anchorage, AK 99503-2495			Email: <a href="mailto:pm_email@aidea.org">pm_email@aidea.org</a> Telephone 907- <b>771-XXX</b>		
12. CONTRACTOR			13. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.		
Name of Firm <b>Vendor's Name</b>					
Signature		Date			
Typed or Printed Name & Title of Authorized Representative <b>Vendor's Name</b> <b>Vendor's Title</b>					
13. Alaska Industrial Development and Export Authority					
		Date			Date
Randy Ruaro, AIDEA Executive Director			Kelly Noble, AIDEA Chief Procurement Officer		

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

## Appendix A. General Provisions

### Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" means the Executive Director who signs this contract on behalf of the Authority and includes a successor or authorized representative; and "Chief Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" or "Authority" means the Alaska Industrial Development and Export Authority for which this contract is to be performed and for which the Authorized Designee acted in signing this contract.

### Article 2. Inspections and Reports.

- 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 Authority reasonably requires.

### Article 3. Disputes.

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

### Article 4. Equal Employment Opportunity.

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

subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.

- 4.5 The contractor shall cooperate fully with the Authority efforts which seek to deal with the problem of unlawful discrimination, and with all other Authority 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 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 Authority directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

**Article 5. Termination.**

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. The Authority is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

**Article 6. No Assignment or Delegation.**

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

**Article 7. No Additional Work or Material.**

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

**Article 8. Independent Contractor.**

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

**Article 9. Payment of Taxes.**

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the Authority under this contract.

**Article 10. Ownership of Documents.**

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the 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, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

**Article 11. Governing Law.**

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

**Article 12. Conflicting Provisions.**

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

**Article 13. Officials Not to Benefit.**

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

**Article 14. Covenant against Contingent Fees.**

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, 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. Integration**

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

**Article 16. Contract Personnel**

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

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

**Article 17. Subcontractors**

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

**Article 18. Contract Invalidation**

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

**Article 19. Termination for Default**

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

**Article 20. Conflict of Interest**

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

**Article 21. News Releases**

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

**Article 22. Contract Changes**

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

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

**Article 23. Confidentiality and Ownership of Documents**

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

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



**Article 24. Reimbursement to the Authority for Unacceptable Deliverables**

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

## Appendix B. Indemnification and Insurance B<sup>2</sup>

### Article 1. Indemnification

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

### Article 2. Insurance

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

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

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

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

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

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

## Appendix C. Description of Services

Should there be a conflict among documents; the following order of precedence shall govern the resolution of conflicts:

**First**, this contract document, **Second**, the RFP 24XXX, **Third**, **Vendor Name's proposal**.

### Scope of Work

TBD

### Deliverables

- TBD

The location of the services is statewide depending on the specific task awarded through future Notice to Proceeds (NTP's). Travel may be necessary at times with some tasks.

### **Substantive Decisions and Communication**

All substantive decisions regarding the scope of work, and intended course of action shall be made by the Project Manager. Prior to the finalization of any letter, litigation filing, or taking substantive action as to a matter, the Contractor shall seek the consent and approval of the Project Manager. The Contractor must also promptly provide the Project Manager electronic copies of all documents sent out the door physically or electronically on AIDEA's behalf and all documents received by the Contractor physically or electronically on AIDEA's behalf (such as letters and pleadings filed by opposing parties).

This document does not and is not intended to include or address every item that will be included or addressed in the contract for professional services.

**AIDEA makes no guarantee to any minimum or maximum amount of work that the contractor may perform under this contract. AIDEA shall issue Notices to Proceed (NTP) to authorize work against the contract.**

All task orders will include a Project Management component. Any trip reports shall be submitted to the project manager within 30 days of travel.

The Contractor shall report and invoice monthly on each project with a synopsis of deliverables completed and submit brief monthly progress reports (1-2 pages) that include a description of the activities and/or deliverables completed that period and expenses incurred for each project, budget status, and planned activities for the next quarter.

### **Contract Term and Work Schedule:**

The length of the contract will be from **DATE** and ends **DATE**. The contract may be extended **three (3) one-year (1)** extensions term agreements for these services. The duration may be up to **five (5) years** based on available funding and contractor performance.

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

Unless otherwise provided in this RFP, AIDEA and the successful Offeror/contractor agree:

(1) that any extension 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) the Contracting Officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the Contracting Officer via a written contract amendment.

This contract is an **as-needed** professional services contract and does not, by itself, obligate the Authority. The Authority's obligation will commence when the Executive Director of Alaska Industrial Development & Export Authority or the Executive Director's designee approves the Notice to Proceed. Upon written notice to proceed is issued to the contractor, the Authority may set a different starting date for the contract.

Assignments will be tasked at the discretion of the Authority. If agreement on scope, schedule, or costs for a specific project/NTP cannot be reached, the Authority reserves the right to terminate negotiations.

Any changes to scope, schedule or budget requires an NTP amendment and is not effective until a signed Amendment is issued.

The Authority shall not be obligated to the Contractor in any way if the Contractor acts on communications issued by anyone other than the Authority's Project Manager or his designee. 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.

**Alaska Industrial Development and Export Authority (AIDEA) and Vendor's Name** agree:

(1) that any extension 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) the Chief Procurement Officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation.

A month-to-month extension may only be executed by the Chief Procurement Officer via a written Contract Amendment.

### **Conflict of Interest**

Each quote 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 Industrial Development & Export Authority reserves the right to consider a Quote 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.

### **ADMINISTRATIVE REQUIREMENTS**

The Contractor shall not perform services or incur billable expense except as authorized by issued Notice to Proceed (NTP). The Contractor shall be responsible for all tasks and services authorized by the Notice to Proceed (NTP) signed by the designee established by the Authority, and shall provide such services in accordance with the project schedule.

Submittal Requirements. Deliverables shall be compatible with standard commercial software, and submitted in PDF.

**AIDEA reserves the right to amend the contract for the addition of as-needed tasks and extend the period of performance.**

**INSURANCE REQUIRED:**

As required by Appendix B2, Evidence of Insurance executed by the carrier's representative and issued to the Authority, shall consist of a Certificate of Insurance or the policy declaration page with required endorsements and certifications included or attached. If a certificate is provided such evidence must include language substantially as follows:

"All policies described herein comply with all aspects of the insurance requirements of the Contract Documents for:

**Project Title:** 24xxx

**Project Number(s):** "RFP TITLE"

A copy of insurance requirements for this Contract is attached for your convenience. We suggest you provide a copy of the insurance requirements and this letter to your carrier(s).

**Note:** You are reminded that your insurance carrier must list the Alaska Industrial Development and Export Authority as an additional insured for all liability coverage per the contract specifications. The Certificate Holder shall be as follows:

**Alaska Industrial Development and Export Authority**

24xxx - RFP TITLE

**813 West Northern Lights Blvd.**

**Anchorage, Alaska 99503**

## Appendix D. Payment of Services

This contract is a **Firm Fixed Price Hourly Rate**. Payment for services provided shall not exceed \$100,000.00 for the period of performance of this contract and subject to availability of funds and necessity.

The period of performance for this contract from the date of award for **(2) two-year** with the option for the Authority to renew **three (3) additional one-year periods**.

### Contracted Rates:

Services on this contract will be billed according to the following:

#	Position	Name	Hourly Rate
1	Managing Director	X	X
2	Senior Manager	X	X
3	Manager	X	X
4	Senior Associate	X	X

Billing rates are capped for one year from date of execution of the Contract. If after one year the Contractor wishes to seek an adjustment to its billing rates, the Contractor shall:

- A. notify the Project Manager and obtain approval in writing at least sixty (60) days before activating any change in billing rates
- B. specify the impact the rate adjustment would have on the existing work plan and budget and
- C. limit the change in any individual billing rate to an amount that does not exceed the percentage increase in the Consumer Price Index (CPI) for the locale from which the services are being rendered, or obtain the approval of the Project Manager for any increase above the CPI.

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

The Contractor shall provide an invoice for services 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.

### Travel Expenses

Contractor's employees on travel status will be compensated for food and lodging expenses in accordance with the **State of Alaska Admin Manual for Travel** (AAM 60 Sections 200, 220, 240, 250, and 260). [AAM 60. TRAVEL \(alaska.gov\)](#). In determining **M&IE Rates** contractors will use the **XE - Executives** schedules. Links to current State of Alaska Per Diem Rates can be found at: <http://doa.alaska.gov/dof/travel/resource/rates.pdf>.

### Invoicing

The Contractor will submit monthly invoices detailing services performed in accordance with Appendix C.

#### The invoice must:


- Reference the Contractor's name, address and phone number: **Vendor's Name, Vendor's Address**
- Reference the contract number: **24xxx**
- Reference AIDEA
- Include an invoice number
- 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.
- Itemize the contractual services provided during the period invoiced as described in Appendix C.

The Contractor shall submit invoices to the address specified below or to [AIDEAAP@aidea.org](mailto:AIDEAAP@aidea.org) no later than 30 days after the end the period for which services were performed. Failure to include the required information on the invoice may cause an unavoidable delay to the payment process. The AIDEA will pay all invoices within thirty (30) days of invoice approval by the Project Director.

**Alaska Industrial Development and Export Authority  
813 W Northern Lights Blvd.  
Anchorage, AK 99503**

**Notwithstanding any other provision of this contract, it is understood and agreed that AIDEA shall withhold payment at any time the Contractor fails to perform work as required under Appendix C and/or D of this contract.**

 <b>NOTICE TO PROCEED &amp; BILLING SUMMARY</b>		NTP No: #REF! Agreement No: #REF! Accounting Ref No.: #REF! Contract Expiration Date: #REF!				
For: #REF! #REF! #REF!						
Contractor: #REF! Project Title: #REF! Category of Services: #REF!		NTP Completion Date: #REF! Amount of this NTP/Amend.: #REF! Method of Payment: #REF!				
<b>NOTICE TO PROCEED</b>						
<b>BILLING SUMMARY</b>						
This Invoice is for [ ] Progress [ OR] Final Payment OR Sequential Invoice # for this [ ]						
GL Account Code	Funding Exp. Date	Authorized Task Groups	Authorized To - Date	Prior Approved Paymen	This Billing	Total To - Date
<b>Total Amount Authorized for All Groups</b>			<b>\$0.00</b>			
<b>Sum of Prior APPROVED Payments</b>				<b>0.00</b>		
<b>Sum for THIS INVOICE</b>					<b>0.00</b>	
<b>Sum of Prior Payments and this Invoice</b>						<b>0.00</b>
<b>Balance of Authorized Amount</b>						<b>\$0.00</b>
<b>Payment Request &amp; Certification: (Contractor)</b>						
				<b>Signature</b>		<b>Date</b>
<b>Department of Labor Close-Out Required? (Construction)</b>				Name: #REF!		
<b>Approval for</b>						
PAYMENT RECOMMENDED (Agency Project Manager): I certify this invoice to be valid and accurate and that services were performed substantially in conformance with the contract requirements and schedule.			PAYMENT APPROVED (Authorized Agency Official): Based upon the Project Manager's recommendation and certification, I hereby approve payment.			
<b>Signature</b>			<b>Signature</b>		<b>Date</b>	
Name: #REF!			Name: #REF!			



**INSTRUCTIONS TO  
CONTRACTOR for  
COST REIMBURSEMENT NOTICE TO PROCEED (NTP)  
& BILLING  
SUMMARY**

- 1 Retain an unmarked, as issued, copy of this form to be used for reproduction and billing.
- 2 If this NTP is unacceptable, notify the Contracting Agency immediately. If acceptable, acknowledge by signature where indicated on a copy of this NTP and return it within ten days after your receipt.
- 3 Submit monthly Invoices to the Agency Contract Manager named in this NTP. Provide a copy of page one of this form as the FACE PAGE of each invoice submitted and with the following entries accurately completed:
  - a) Indicate if the Invoice is for Progress or Final Payment and show the Sequential Invoice Number for this NTP.  
  
Entries in the following columns: Prior Approved Payments, This Billing, and Total to Date for each Task Group;
  - b) plus the SUM TOTALS for: Authorized To - Date, Prior APPROVED Payments, THIS INVOICE, Prior Payments plus this Invoice, and Balance of Authorized Amount.

Note "Prior APPROVED Payments" amounts may NOT be the same as the total of all your prior invoices if some items were disallowed or adjustments were made. If a prior billing has not been acknowledged with any payment, or a different amount from your billing was paid without notification to you of the reason(s), attach a request for an explanation and remedial action.

- 4 Sign, date and enter printed or typed name under "PAYMENT REQUEST (Contractor)" thereby attesting to the following:

"By signature on this form, the Contractor certifies entries to be true and correct for the services performed to date under or by virtue of said Agreement and in accordance with AS 36.30.400. The Contractor further certifies that all applicable Federal, State and Local taxes incurred by the Contractor in the performance of the services have been paid and that all Subcontractors engaged by the Contractor for the services included in any invoice shall be fully compensated by the Contractor for such services."

**5 When Applicable, ATTACH A CURRENT COPY OF EXHIBIT C-4, COST REIMBURSEMENT BILLING DETAIL FORM (from Appendix C of the Agreement) to each invoice. Internally check the form and correct mathematical extensions. The Contracting Agency may return erroneous invoices for correction before processing for payment.**

6 Substantiate all charges in each billing, other than for Fixed Prices or Fixed Fees, by attaching a summary of hours expended and hourly labor rate per employee; summary of units completed; subcontractor invoices; expense receipts, etc.; or other proof of expenditures.

7 Prime Contractor's Labor and Indirect Cost shall be billed to the Contracting Agency within 45 days of performance. Subcontractors' Labor and Indirect Cost shall be billed to the Contracting Agency within 60 days of performance. All of the Contractor's and Subcontractors' Other Direct Costs (Expenses) shall be billed to the Contracting Agency within 90 days of being incurred. Charges submitted after the above stated times will, at the Contracting Agency's discretion, not be paid.

8 When each NTP is approximately 75% complete, the Contractor shall determine if the Authorized Amount(s) might be exceeded; and, if so, shall provide an estimate of cost to complete. The Contracting Agency will determine after discussion with the Contractor if additional cost is reasonable and does not include costs that should be absorbed by the Contractor. If additional cost is validated, a negotiated Amendment will be executed which either (1) reduces the scope of services/work products required commensurate with the Authorized Amount(s), or (2) increases the Authorized Amount(s) to that required for completion of the original contract scope.

**ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT AUTHORITY**

**Certification of Contractor and Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion**

Contractor

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

I, \_\_\_\_\_ hereby certify on behalf  
(Name and title of official)

of \_\_\_\_\_ that:  
(Name of contractor)

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By: \_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)

## **Insurance coverage for the successful proposer**

### **Alaska Business Licenses Verified**

Valid Alaska business license required at the time the contract is awarded per AS 36.30.110. To qualify as an Alaska bidder, as defined under AS 36.30.990(2), a valid Alaska business license is required at the time designated for bid opening.

## SAMS Check on Proposer

## Successful Technical Proposal

## Successful Price Proposal