



JULY 13, 2015

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

Request for Proposals  
DOA RFP Number 2016-0800-3225

Energy Efficiency Program Evaluation and Financing Needs Assessment

**IMPORTANT**

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

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

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

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## SECTION ONE INTRODUCTION AND INSTRUCTIONS

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

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

**Alaska Energy Authority (AEA)**  
Attention: **Rich Wooten**  
Request for Proposal (RFP) Number: **2016-0800-3225**  
Project name: **Energy Efficiency Program Evaluation and Financing Needs Assessment**  
**MAILING 813 West Northern Lights Boulevard**  
**CITY, Anchorage, AK 99503-2495**

Proposals must be received no later than 2:00 P.M., Alaska Time on **August 5, 2015**. Faxed, emailed, or oral proposals are not acceptable.

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

CONTRACTING OFFICER: **Rich Wooten** – PHONE **907-771-3019** - FAX **907-771-3044**

The State of Alaska provides one Request for Proposal (RFP). Additional RFPs may be purchased for the cost of reproduction, \$.25 per page. The RFP document is available online at <http://aws.state.ak.us/OnlinePublicNotices/Notices/Search.aspx>

### 1.02 Contract Term and Work Schedule

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

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

The approximate contract schedule is as follows:

The final report and all deliverables must be completed by May 31, 2016. A proposed schedule is in section 5.4.

### 1.03 Purpose of the RFP

The contract resulting from this RFP is intended to provide valuable research and recommendations for improving energy efficiency in Alaska's communities that will be integrated into the Alaska Affordable Energy Strategy (AKAES).

## **1.04 Budget**

AEA, estimates a budget of between **\$100,000** and **\$150,000**.

## **1.05 Location of Work**

The location(s) of work to be performed is throughout Alaska.

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

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

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

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

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

## **1.06 Human Trafficking**

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

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

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

## **1.07 Assistance to Offerors with a Disability**

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

## **1.08 Required Review**

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

## **1.09 Questions Received Prior to Opening of Proposals**

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

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

## 1.10 Addenda

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

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

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

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

## 1.11 Alternate Proposals

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

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

## 1.12 Right of Rejection

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The contracting 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 contracting officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

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

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

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

## 1.13 State Not Responsible for Preparation Costs

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

## 1.14 Disclosure of Proposal Contents

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

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

## 1.15 Subcontractors

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

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

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

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

## 1.16 Joint Ventures

Joint ventures will not be allowed.

## 1.17 Offeror's Certification

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

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

- (g) that the offers will remain open and valid for at least 90 days; and
- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

### **1.18 Conflict of Interest**

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

### **1.19 Right to Inspect Place of Business**

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

### **1.20 Solicitation Advertising**

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

### **1.21 News Releases**

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

### **1.22 Assignment**

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

### **1.23 Disputes**

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

### **1.24 Severability**

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

## **SECTION TWO STANDARD PROPOSAL INFORMATION**

### **2.01 Authorized Signature**

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



## 2.02 Pre-proposal Conference

None.

## 2.03 Site Inspection

None.

## 2.04 Amendments to Proposals

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

## 2.05 Supplemental Terms and Conditions

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

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

## 2.06 Clarification of Offers

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

## 2.07 Discussions with Offerors

AEA 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 contracting officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the contracting officer. Discussions, if held, will be after initial evaluation of proposals by the contracting officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the contracting officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

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

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

## 2.08 Prior Experience

Offerors interested in responding to this request must meet the following minimum requirements. Except as noted, the Offerors may meet these requirements through the use of qualified individuals of the Offeror or subcontractors.

- Demonstrated experience in program evaluation
- Demonstrated knowledge of and experience in mechanisms for financing energy efficiency

- Demonstrated experience working in diverse markets, particularly in rural places
- Demonstrated familiarity with Alaska's energy infrastructure and unique characteristics

## 2.09 Evaluation of Proposals

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

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

## 2.10 Vendor Tax ID

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

## 2.11 F.O.B. Point

Does not apply to this proposal.

## 2.12 Alaska Business License and Other Required Licenses

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

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

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

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

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

## 2.13 Application of Preferences

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

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

**Alaska Products Preference** - AS 36.30.332

**Recycled Products Preference** - AS 36.30.337

**Local Agriculture and Fisheries Products Preference** - AS 36.15.050

**Employment Program Preference** - AS 36.30.321(b)

**Alaskans with Disabilities Preference** - AS 36.30.321(d)

**Alaska Veteran's Preference** - AS 36.30.321(f)

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

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

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

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

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

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

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

## **2.15 5 Percent Alaska Veteran Preference AS 36.30.321(f)**

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

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

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

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

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

### EXAMPLE

#### Formula Used to Convert Cost to Points

#### [STEP 1]

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

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

#### [STEP 2]

Convert cost to points using this formula.

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

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

**Offeror #1 receives 40 points.**

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

**Offeror #2 receives 37.4 points.**

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

**Offeror #3 receives 33.7 points.**

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

## 2.17 Alaska Offeror Preference AS 36.30.321 & 2 AAC 12.260

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

### EXAMPLE

#### Alaska Offeror Preference

#### [STEP 1]

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

#### Total number of points available - 100 Points

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

#### [STEP 2]

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

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

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

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

Offeror #3 is awarded the contract.

## 2.18 Contract Negotiation

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

## 2.19 Failure to Negotiate

If the selected offeror

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

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

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

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

## 2.21 Protest

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

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

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the contracting 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 contracting officer within ten days after the date the Notice of Intent to Award the contract is issued.

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

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

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

The contracting will issue a written response to the protest. The response will set out the contracting officer's decision and contain the basis of the decision within the statutory time limit in 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 contracting officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

## **SECTION THREE STANDARD CONTRACT INFORMATION**

### **3.01 Acronyms/ abbreviations and Terms Used in this Document**

AEA: Alaska Energy Authority

AEDG: Alaska Energy Data Gateway

AHFC: Alaska Housing Finance Corporation

AIDEA: Alaska Industrial Development and Export Authority

AkAES: Alaska Affordable Energy Strategy

B/C: Benefit-Cost ratio

BCAP: Building Code Assistance Program

Cost effective: The benefits of the measure are greater than the total costs for the measure

CPAP: Compliance Program Assistance Project

CGBC: Cascadia Green Building Council

EE: energy efficiency

IEP: Interior Energy Project

MMBtu: one million British thermal units

O&M: Operations and maintenance

Policy: May include requirements, programs, and/or goals

R&R: Repair and replacement

RFP: Request for Proposal

Technical Assistance: Programs that do not provide direct funding through loans or grants, examples include AEA's Circuit Rider and training programs

### **3.02 Contract Approval**

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

### **3.03 Standard Contract Provisions**

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

### **3.04 Proposal as a Part of the Contract**

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

### **3.05 Additional Terms and Conditions AS REQUIRED.**

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

### **3.06 Insurance Requirements**

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

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

### **3.07 Bid Bond - Performance Bond - Surety Deposit**

Bid Bond – Surety Deposit is not applicable.

### **3.08 Contract Funding**

This project is being funded by the Alaska Energy Authority. The contract resulting from this RFP is estimated to be between \$100,000-150,000 for work to be completed prior to May 31, 2016.

The contractor will be responsible for developing a budget necessary to accomplish the goals and the required deliverables defined by this RFP.

### **3.09 Proposed Payment Procedures**

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

### **3.10 Contract Payment**

Payment for the contract is subject to funds already appropriated and identified.

### **3.11 Informal Debriefing**

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

### **3.12 Contract Personnel**

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

### **3.13 Inspection & Modification - Reimbursement for Unacceptable Deliverables**

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

Substantial failure of the contractor to perform the contract may cause the 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.

### **3.14 Termination for Default and Contract Cancellation**

If the project director determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state 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.

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



### **3.15 Liquidated Damages**

Liquidated damages are not applicable.

### **3.16 Contract Changes - Unanticipated Amendments**

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

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

### **3.17 Contract Invalidation**

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

### **3.18 Nondisclosure and Confidentiality**

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

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.

## SECTION FOUR BACKGROUND INFORMATION

### 4.01 Background Information

In 2014, the Alaska Legislature passed Senate Bill 138 (SB 138), enabling legislation for an Alaska Liquefied Natural Gas Pipeline project. The bill also included a mandate for AEA to propose a plan and supporting legislation, by January 1, 2017, for improving energy affordability for Alaska communities that will not have direct access to the proposed North Slope natural gas pipeline. In 2010, Alaska set energy efficiency and renewable energy goals that now guide program and project development at AEA. House Bill 306 established a goal to improve energy efficiency per capita by 15 percent by 2020, and to increase renewable energy generation to 50 percent of Alaska's electricity use by 2025. SB138 references the state energy policy set out in HB306. The Alaska Affordable Energy Strategy (AkaES) is AEA's program to fulfill this mandate.

Additionally, SB 138 established the Affordable Energy Fund, which will use part of the revenue from a North Slope natural gas pipeline to develop infrastructure that will deliver affordable energy to areas of the state that would not have direct access to the gas pipeline. To satisfy this mandate, AEA's AkaES research and analysis effort will recommend a suite of plans that can be implemented for near-term energy cost savings and prepare the state for revenue from the Affordable Energy Fund.

The research and recommendations resulting from this RFP will be an important part of the AkaES study plan. Using past research and recommendations as a starting point, the AkaES will compare options across a number of areas that can potentially reduce energy cost including energy efficiency; generation, transmission, and distribution upgrades; management and ownership; and direct subsidies. AEA will evaluate and prioritize the strategies and policy options across all the potential cost reduction areas to come up with the final recommendations and suggested legislation to the Legislature by January 1, 2017.

**Geographic Area of Study:** Areas of the state being specifically targeted by the AkaES are communities and regions that will not have direct access to the natural gas pipeline. Placement of the pipeline's five offtake points have not yet been determined; their locations will impact which communities will or will not benefit from the gas pipeline. It is likely that most communities within the area from Fairbanks down the railroad/highway corridor to the Matanuska-Susitna Valley, Anchorage Bowl, and Kenai Peninsula, commonly referred to as the "Railbelt," will receive direct benefit from the gas pipeline. Therefore, for the purposes of this research, AEA is not including Railbelt communities in the AkaES study area, although it is possible that some of the smaller Railbelt communities will be added at a later date. Per AEA's regulation 3AAC 108.110, communities with a population below 20 will not be included within the study area.

As a number of potential options for reducing the high cost of energy to Alaskan communities exist across fields as diverse as energy efficiency to improved utility management, the AkaES aims to compare these options using a common means of analysis. In order to evaluate the potential options, the AkaES program has been developed as a five phase process, as outlined below and shown in Figure 1:

Phase 1: Collect baseline data

Phase 2: Forecast 20-year horizon assuming

- a) baseline characteristics remain consistent assuming no programmatic or policy intervention.
- b) The economic potential of energy efficiency upgrades based on best case scenarios

Phase 3: Identify and assess strategies to decrease consumer costs by addressing known barriers

Phase 4: Develop potential policies and legislation to implement strategies

1. Policies using direct and/or indirect funding and requirements (e.g., building energy codes)
2. Re-forecast 20-year forecast with potential policies to evaluate the effectiveness

Phase 5: Prioritize policy options: The final phase will be accomplished by AEA as a final step to weigh all potential policy options prior to submitting recommendations and proposed legislation to the Legislature.

**Alaska Affordable Energy Strategy: Research Overview**

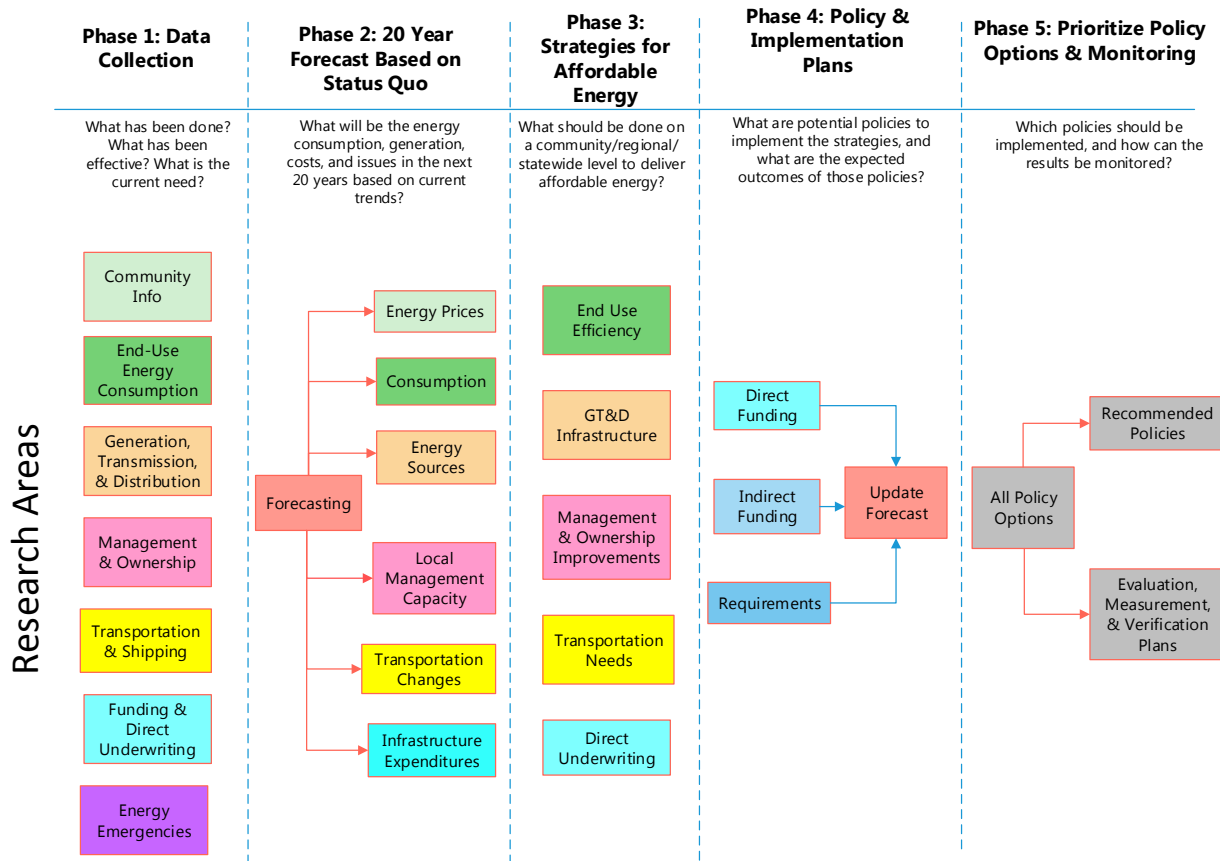


Figure 1: AKAES Program Diagram

With the assistance of tools that will be developed by AEA and under other contracts, this RFP will be expected to cover phases 1 through 4. A suggested method is provided in section 5.2, but it will be the responsibility of the Offeror to develop a feasible and defensible method for achieving the goals and requirements outlined in this RFP. Improvements to the suggested methodology are expected from proposals.

The final report and deliverables will be required by May 31, 2016 at the latest. It is expected that the data collection needed to develop the Phase 1 economic and forecasting model will be completed by October 31, 2015, with the results from this model—which is being developed through a separate contract—available soon thereafter. Phase 3 will be expected by February 28, 2016 at the latest.

Previous work:

Throughout the AEA-funded, regionally-led and community-vetted Regional Energy Planning process, end-use efficiency has consistently risen to the top of community energy priority lists for greatest energy cost savings potential on the quickest timeline and for the smallest upfront capital investment. These community energy priority lists are developed based on somewhat anecdotal information. It is the intent of the AKAES to conduct more thorough quantitative and qualitative analysis of energy cost saving options, including end-use efficiency programs and policies, to provide a more data-driven complement to the community energy priority lists.

While no comprehensive analysis has been done to assess the effectiveness of current programs to lower consumer energy costs, or of additional programs or policies that might be enacted to improve energy affordability, there are previous studies that will be valuable in meeting the deliverables of this contract. Some of

the previous work that AEA has identified as being applicable to this particular study are listed below.

- AEA, "[Alaska Energy A step toward energy independence](http://www.akenergyauthority.org/Content/Publications/AKEnergyJan2009.pdf)," 2009, <http://www.akenergyauthority.org/Content/Publications/AKEnergyJan2009.pdf>
- AEA, "[Alaska Energy Pathway Toward Energy Independence](ftp://ftp.aidea.org/2010AlaskaEnergyPlan/2010%20Alaska%20Energy%20Plan/Narrative/Narrative%202010%20Energy%20Plan.pdf)," 2010, <ftp://ftp.aidea.org/2010AlaskaEnergyPlan/2010%20Alaska%20Energy%20Plan/Narrative/Narrative%202010%20Energy%20Plan.pdf>
- Alaska Arctic Policy Commission, "[Preliminary Report to the Alaska State Legislature](http://www.akarctic.com/wp-content/uploads/2014/02/AAPCpreliminaryReportV13final.pdf)" 2014. <http://www.akarctic.com/wp-content/uploads/2014/02/AAPCpreliminaryReportV13final.pdf>
- ANTHC, "[Energy use and costs for operating sanitation facilities in rural Alaska: a survey](http://www.anthctoday.org/dehe/documents/Latest%20Energy%20Use%20and%20Costs%20for%20Rural%20Alaska%20Sanitation%20Facilities%20A%20Survey.pdf)" 2011. <http://www.anthctoday.org/dehe/documents/Latest%20Energy%20Use%20and%20Costs%20for%20Rural%20Alaska%20Sanitation%20Facilities%20A%20Survey.pdf>
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- CCHRC for AEA, "[Energy Efficiency Policy Recommendation for Alaska](http://www.cchrc.org/sites/default/files/docs/Energy_Efficiency_Policy_Report_Tech_Report_2012-03.pdf)," 2012. [http://www.cchrc.org/sites/default/files/docs/Energy\\_Efficiency\\_Policy\\_Report\\_Tech\\_Report\\_2012-03.pdf](http://www.cchrc.org/sites/default/files/docs/Energy_Efficiency_Policy_Report_Tech_Report_2012-03.pdf)
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- Environment Protection Agency, "[Energy and Environment Guide to Action: State Policies and Best Practices for Advancing Energy Efficiency, Renewable Energy, and Combined Heat and Power](http://epa.gov/statelocalclimate/resources/action-guide.html)," 2015. <http://epa.gov/statelocalclimate/resources/action-guide.html>
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## 4.02 Current Data Sources

The State of Alaska has a number of data resources. It's important that this evaluation use the same data that we use for other evaluation, research, and modeling exercises. The contractor will need to work with AEA staff to access these sources and to confirm methods are consistent.

AEA will supplement existing data sources and will act as the first resource for finding new information. Contractor will sit down with project management team at the onset of each new phase to revisit scope, make any necessary changes, and clarify who (contractor or AEA) will do what by when.

Alaska Energy Data Gateway (AEDG) is the best source for community-level data on electricity generated and consumed, diesel consumed for electricity generation, and various costs associated with electricity generation.

Additional data can be accessed through the Division of Community and Regional Affairs (DCRA) and the Alaska Department of Labor and Workforce Development.

As part of the AKAES, AEA is updating its models for thermal energy in communities—including residential, commercial, and water and wastewater energy needs—and forecasting for future loads. This model will be available for the contractor and will be the preferred platform for economic modeling.

# SECTION FIVE SCOPE OF SERVICES

## 5.01 Project Goals

The contract resulting from this RFP is intended to provide research, analysis and recommendations that will help AEA better understand the availability, current need for, and potential improvements to public and private EE project implementation mechanisms, including funding and financing opportunities, capable of lowering individual and community energy costs in the AKAES study area. The sectors addressed by this study will include residential, private commercial, public commercial, and public facilities, including water and wastewater systems. In pursuit of the project goal the Offeror will meet two primary goals:

1. Create a baseline of Alaska's current EE funding and financing landscape, including:
  - a. catalogue the public and private financing options and technical assistance programs
    - i. estimated funding available
    - ii. number and locations of projects funded annually up to the last 10 years when available
    - iii. requirements for participation
  - b. estimate the benefits and costs of state programs
  - c. identify the barriers to participation in public and private opportunities
  - d. the ability of available funding and financing tools to meet current and projected need in the AKAES study area as estimated by the community energy economic and forecasting model, and
  - e. identify the gaps in financial and non-financial assistance for effective demand side EE implementation;

2. Provide recommendations for realistic, achievable state policy options that will maximize benefits to communities. Several metrics will need to be balanced to determine how to maximize benefits including the ability of the options to leverage non-state funds, the return on investment of the incented activities, and the estimated energy cost reduction for the communities. AEA will need to be able to compare the state policy options and implications developed through this RFP with options developed for other project types. Recommendations should draw both from experience in Alaska and national research and experience, and should be characterized within a framework of what is realistically possible in Alaska's current political climate. These recommendations should include:
  - a. Developing and evaluating potential policy options such as:
    - i. Direct state funding options:
      1. realistic, achievable improvements to existing loan and grant funding efforts that will make them more effective mechanisms for achieving energy cost savings,
      2. new loan or grant funding programs targeting particular sectors that are currently underserved by existing public and private programs
    - ii. Indirect state funding options
      1. new cost-effective technical assistance programs to help consumers overcome barriers to implementing EE projects
    - iii. Requirements
      1. new codes, regulations and/or standards
  - b. A recommended strategic allocation of state spending for efficiency programs in the AkAES study area based on cost effectiveness of implemented efficiency measures and the degree to which invested state dollars leverage additional federal and/or private sector dollars.

## 5.02 Suggested Project Methodology Overview:

The methodology in this section has been developed based on the methods in previous work, as listed in section 3.1, and aims to maintain consistency with the methods used in other research areas of the AkAES. Offerors are encouraged to propose an improved methodology for completing the work under this contract while meeting the intent of AEA's project goals and the deliverables listed in section 5.3.

The Offeror will develop a project methodology broken down by task as part of the proposed project plan. The project final plan must receive written approval from AEA's Project Manager prior to work beginning. Email approval is sufficient.

The contract resulting from this RFP covers a broad spectrum of subject matter. AEA encourages partnerships among firms who have specializations in different aspects of the four primary project tasks.

Existing programs to be evaluated may include but are not limited to:

1. Public
  - a. State:
    - i. Alaska Energy Efficiency Revolving Loan Program (AHFC)
    - ii. Alternative Energy and Conservation Loan (Alaska Division of Economic Development)
    - iii. Sustainable Energy Transmission and Supply Development Fund (AIDEA)
    - iv. Loan Participation Program (AIDEA)
    - v. Village Energy Efficiency Program (AEA)
    - vi. Commercial Building Energy Audit program (AEA)
    - vii. Home Energy Rebate program (AHFC)
    - viii. Home Weatherization (AHFC)
    - ix. 2<sup>nd</sup> Mortgage for Energy Conservation (AHFC)
    - x. 5 Star Plus Rebate program (AHFC)
    - xi. Public facilities energy efficiency improvement program (DOT&PF)
    - xii. Supplemental Housing Development (AHFC)
  - b. Federal (to the extent information is readily available)
    - i. Strategic Technical Assistance Response Team (START) Program (US DOE Office of Indian Energy)
    - ii. Rural Utility Services grants (USDA)
    - iii. Energy Efficiency and Conservation Loan Program (USDA)

2. Private and NGOs

- a. Energy Wise (Rural Alaska Community Action Program, Inc.)
- b. EE component of ANTHC's Energy Program
- c. Key Bank's Green Financing Program
- d. Other bank loan programs targeting energy efficiency improvements
- e. Energy Service Companies (ESCOs)
- f. Foundations (e.g. Rasmuson Foundation)

Potential new programs to be evaluated may include:

- g. Public Purpose Energy Services Companies
- h. Commercial Property Assessed Clean Energy (PACE-C)
- i. Community Development Finance Institution (CDFI) programs (e.g. Ha'ani in Southeast Alaska)
- j. Utility programs, including on-bill financing and systems benefit charges

Phase 1: Data Collection

1. Literature review

- a. Previous research on energy efficiency and program performance in Alaska
- b. Best practices as drawn from national programs currently unavailable tools that could be realistically applied in Alaska markets to facilitate a significant increase in energy efficiency implementation within the AKAES study area

2. Catalogue existing energy efficiency programs, as indicated in section 5.02.1

- a. Funding available
- b. Requirements to participate
- c. Regional applicability
- d. Sectors impacted: residential, public commercial, private commercial, water and wastewater

3. Assess the efficacy of existing programs

- a. Analysis of existing public and private programs
  - i. State and federal loans and grants for EE improvements to Alaska buildings and infrastructure. To determine the impact of Alaska's EE financing and technical assistance tools this program evaluation will assess each program's reach, as well as cost and energy savings per building, community, and region. Use publically available data and modeling estimates to evaluate:
    - 1. Benefits: energy cost savings, extended economic life of the infrastructure, improved service, other
    - 2. Costs: program overhead, public funding, local/consumer match
    - 3. Reach: geographic, household income, sectors
  - ii. Assess the efficacy of private grants and loans for building/facility EE improvements in Alaska's rural communities
    - 1. Benefits: energy cost savings, extended economic life of the infrastructure, improved service, other
    - 2. Costs: program overhead, public funding, local/consumer match
    - 3. Reach: geographic, household income, sectors

- b. Identification of the barriers to program participation and effectiveness. This evaluation will assess perceptions of program effectiveness, barriers to participation, and possible ways to overcome those barriers. Evaluation methodology will include key informant interviews, and/or polls. Potential key informants include EE program participants, EE program/project managers, representatives from grant- and loan-funded projects, community leaders, financial institutions, regional energy planners, tribal organizations, legislators, utility managers, members of the Alaska Energy Efficiency Partnership and other stakeholders. Methodology will incorporate existing research.

- c. Estimate additional cost and benefits of existing local building energy codes

Phase 2: Forecasting

4. Forecast need and opportunity for energy efficiency based on status quo data. AEA's community energy economic and forecasting model will be available for this phase.
  - a. Estimated potential costs and benefits for energy efficiency by
    - i. Building sector
    - ii. Region
    - iii. Household income

Phase 3: Develop strategies for reducing energy costs

5. The strategies should prioritize the types of EE measures by building sector that have been shown to have the highest potential for lifetime energy cost reductions. Examples of strategies could include improved O&M, adoption of new technologies and techniques, new building standards, etc.

Phase 4: Recommend and Evaluate Policy Options

6. Synthesize the information gathered in Phases 1 through 3 to assess the need for improved or new energy efficiency financing tool, technical assistance, or building codes based on the ability of current options to overcome barriers identified in Phase 1, meet the investment needs identified in Phase 2, and implement the strategies of cost-effective energy efficiency projects identified in Phase 3.
  - A. Policy Options
    - a. Direct State Funding: grants, loans, loan guarantees, etc.
    - b. Indirect State Funding: technical assistance
    - c. Requirements: building codes or other mandates
  - B. Estimate impact of policy options by estimating participation rates, investment, cost and benefits for each policy
  - C. Immediate term state funding priorities for maximizing community energy affordability through EE improvements given different state budget scenarios that will be developed through a separate contract for the AKAES.

### 5.03 Deliverables

The deliverables defined in this section are the minimum the Authority expects to receive from this project. Offerors should discuss the content of these as well as any other proposed deliverables in their proposal.

A series of white papers will be provided by the contractor to AEA upon the completion of each relevant project component. Additionally, the contractor will provide AEA with a final comprehensive analysis and recommendations report. Each of the white papers will be a chapter in the final report. AEA's project management team will review all deliverables and determine if they are acceptable as final products. The contractor will be required to continue improving any deliverable that has not been accepted as final by the project management team.

- A. An Excel workbook or similar that catalogues the public and private financing options, technical assistance programs, and building energy requirements currently in force in Alaska
  - a. amount of funding available
  - b. requirements for participation
  - c. regional applicability
- B. Literature Review
- C. Public EE program evaluation including all data collected and analysis performed
- D. Private and NGO EE finance program evaluation including all data collected and analysis performed
- E. Final analysis and recommendations report to be included as an appendix to the final AKAES report to the Legislature as supporting documentation for AEA's proposed legislation
  - a. Policy recommendations
    - i. Direct, indirect, requirements
  - b. Estimated policy impact
  - c. Data and analysis to support policy recommendations
- F. A 20-30 slide Power Point version of the final report intended for a legislative audience
- G. Preceding the start of each project Phase the contractor will meet with the project management team to reassess the scope for that phase and determine any additional work sharing between AEA staff and the contractor.



### **5.03.1 Monthly Progress Reports**

The contractor shall e-mail the Project Manager a brief interim monthly progress report by the last work day of every month. These reports must include a short summary of any work completed during the previous month, whether the project is maintaining the expected timeline, any unexpected delays or complications to the project, and what work is anticipated for the following month. The contractor will submit via email a monthly progress report to the AEA project manager that includes, among other things, work done toward meeting project deliverables during the previous month, stakeholders engaged, and any challenges (foreseen or unforeseen) that have arisen.

## **5.04 Timeline**

Offerors are expected to include a schedule with critical milestones that show how the contractor intends to complete all deliverables. The final report must be delivered no later than May 31, 2016.

Phase 1: November 30, 2015

Phase 2: January 15, 2016

Phase 3: February 28, 2016

Phase 4 and final document: May 31, 2016

## **5.05 AEA Management Plan**

AEA will designate one individual as the project manager; this will be the contractor's primary point of contact. In addition, AEA will establish a project management team consisting of staff from the energy efficiency program, AkAES project, and finance departments to help the project manager make critical decisions regarding the project. This group will review all deliverables before they are accepted as final and will be a resource for the contractor regarding research methodology, data analysis, and final written products.

Additionally, AEA may invite members of the Alaska Energy Efficiency Partnership to participate in a sounding board or peer review capacity at any point during the term of this contract.

## **5.06 Other Terms or Conditions**

### **5.5.1 Additional Services**

AEA may request the Consultant provide additional services which could include: additional research and analysis, focus groups meetings, follow-up surveys, or other services as determined by AEA. Any additional services would be subject to AEA and the Contractor negotiating an amendment to the contract.

### **5.5.2 Payment Terms**

AEA intends to negotiate a firm fixed-priced contract by phase as defined by this RFP and the subsequent contract.

Payment for services rendered will be made based upon submission of invoices and satisfactory completion of project deliverables, as outlined in section 5.03. AEA will render payment for the deliverables based on the budget presented by the Offeror for the tasks to perform the deliverable.

The Contractor will not be reimbursed for work that is not approved in advance of an approved amendment.

## **SECTION SIX PROPOSAL FORMAT AND CONTENT**

### **6.01 Proposal Format and Content**

The Authority wishes to discourage unnecessarily lengthy and costly proposal preparation, yet all proposals must

contain the following information, formatted as requested. Proposals shall be concise, limited to the requested information and not exceed ten (10) pages in length (excluding letter of transmittal, resumes, title page(s), index/table of contents, fee schedule, attachments, or dividers). AEA's evaluation committee will not evaluate or score excess information. For the purposes of this RFP, one-page (1-page) means one-side of a single spaced, typed, 8-1/2" X 11" piece of paper.

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

## 6.02 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. Include a statement regarding your firm qualification for the Alaska preferences.

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

## 6.03 Project Understanding and Commitment

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the scope of services. This should act as a de facto Executive Summary that indicates how the proposal is responsive to the scope and goals of the RFP. Included within this section should be a brief summary of the method that will be employed, particularly highlighting on improvements to the proposed method from section 5. Another aspect that should be highlighted are the resources that will be brought to bear on the project, both the skills of individuals or subcontractors and the time commitment that will be expected.

## 6.04 Methodology and Work Plan

Briefly discuss how you would complete the tasks identified in Section 5 and provide a work plan consistent with the project goals. If you are proposing an alternative set of tasks and methodology, this should be discussed in this section of your proposal.

At a minimum, this section of your proposal should include the following:

1. An explanation of how you intend to fulfill each of the four primary project phases
2. How you will coordinate with AEA and other AEA contractors to achieve the goals of this RFP
3. A schedule that identifies proposed completion dates for key tasks discussed in all four phases. At a minimum the schedule should include:
  - a. Time for review of work products by AEA and/or peer reviewers
4. A description of the project deliverables
5. Expectations you may have for AEA or other participants in the contracting process.
6. Suggestions you may have for performing all tasks more efficiently or other terms or conditions you would want in the final contract.
7. Your familiarity with Alaska's political landscape and degree to which you are confident your final recommendations will be realistic and achievable
8. A short but detailed explanation of how you will keep travel costs to a minimum

## 6.05 Personnel and Firm Qualifications, and Experience

Include a statement of qualifications and resumes for all key personnel of the offeror as well as subcontractors who may be designated to perform work under this RFP.

The statement of qualifications should include:

1. A listing of key project partners or subcontractors that may be directly involved in this contract that you routinely work with, how they relate to your organization, and what their role may be in this contract.

Resumes of key personnel should be no longer than 2 pages and include:

- Education including current certifications and professional memberships;
- Work history with reference names and phone numbers; and
- A brief description of specific projects they were involved with and their role on that project.

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.

Offers must demonstrate direct experience with the following:

1. Conducting energy efficiency program evaluation
2. Analyzing energy efficiency finance programs
3. Provide examples of no more than three projects that you, your project partners or and/or relevant subcontractors have completed in the last three years. Include for each:
  - a. A brief description of the type of project, tasks, and deliverables.
  - b. The names of key individuals involved in the project.
  - c. Project research methodology.
  - d. Project schedule.
  - e. Client’s name, their address, current telephone number, and contact person who can respond to queries concerning their experience with the Offeror’s firm.

## 6.06 Cost Proposal

Provide a cost proposal by Phase for the tasks identified in Section 5 and further defined in your proposal using the sample format below. Cost shall include all labor, expenses, overhead and profit.

The cost proposal should show the commitment of hours and expenses for each task as proposed by the Offeror and at a minimum include; employee name, title, estimated hours for by task, their rate, any travel (reference 3.7.1) and other miscellaneous expenses shall be included and extended out. At the end of the spreadsheet will be the total lump sum for all of the tasks.

Labor rates should include all overhead, profit, and indirect costs. Expenses should include all costs necessary to complete the specific tasks for a fixed price.

### Sample Format

Employee	Jim S.	Jane D	Bob P.		Estimate of Allowable Expenses Per task		Total
Employee Function	Project Manager	Project Assistant	Office Manager		Travel & Per diem	Other Expenses	
Loaded Hourly Rate	\$100.00	\$75.00	\$40.00				
Task 1 Hrs.	10	25	5				
Task 1 \$	\$1000.00	\$1,875.00	\$200.00		\$1000.00	\$50.00	\$4,125.00
Task 2 Hrs.	100	50	10				
Task 2 \$	\$10,000.00	\$3,750.00	\$400.00		3000.00	\$200	\$17,350.00
Total Hrs.	150	75	15				
Total Cost	\$11,000.00	\$5625.00	\$600.00		\$4000.00	\$250	\$21,475.00

Your cost proposal will be treated as a lump sum, fixed-price proposal to accomplish this plan.

All phases will be negotiated as a fixed-price per task based on the contractors proposed cost for the phases.

The contract price may vary from the proposed price depending on the final negotiated contract scope, terms, and conditions.

In addition to providing a cost proposal in the above format, provide a billing schedule for your firm and any major subcontractors that include your loaded hourly billing rates by individual and job title, as well as any anticipated direct expenses such as travel, printing, and other anticipated contractual services costs.

## 6.07 Evaluation Criteria

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

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

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

# SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

## 7.01 Project Understanding and Commitment (10 Percent)

At a minimum this section may be evaluated against the following questions:

- Does the Offeror's proposal demonstrate an in-depth knowledge of what the Authority is requesting and does the Offeror understand the project?
- What, if any, commitments are the Offeror willing and able to make the Authority's work a priority?
- Do they understand the methodology discussed in the RFP and the goals of the project?
- Does the Offeror have the resources to deliver the data and report in the time allotted?
- Does the Offeror present a realistic understanding of the potential problems that could be encountered in the project?
- Does the offeror understand the need for complete objectivity and, if there's a risk of bias, explain how that bias will be mitigated

## 7.02 Methodology and Work Plan (20 Percent)

At a minimum methodology and work plan may be evaluated against the following questions:

- What is the Offeror's methodological approach to this work, and is it justified by credible theory or experience?
- Does the Offeror address all the deliverables identified in the RFP?
- Does their approach to evaluating the public and private EE programs appear feasible?
- Does it demonstrate an understanding of the potential policy mechanisms for financing EE projects and how to evaluate their potential efficacy in Alaska?
- Does the Offeror include a schedule that is realistic and meets required deadlines?
- What are the Offeror's expectations for AEA?

- Does the Offeror indicate a willingness and ability to coordinate with other contractors on this project?
- Does the Offeror address potential issues in the project and provide realistic solutions and/or contingency plans to address the issues?
- Has the Offeror set out a plan for ensuring maximum transparency of work products and long-term accessibility to the data, analysis, and results from this RFP?

### **7.03 Personnel and Firm Qualifications, and Experience (20 Percent)**

At a minimum qualifications and experience may be evaluated against the following questions:

- Are the statement of qualifications and resumes complete?
- Is all the expertise in-house or through the use of subcontractors?
  - If there are subcontractors, what demonstrated experience do the companies have working together?
- Has the Offeror included an organizational chart that shows what roles, responsibilities, and key tasks each individual will have in delivering in collecting data and developing the final work products?
- Are there appropriately qualified individuals and subcontractors in key positions with sufficient time ensure the delivery of high-quality products?
- Does the firm/team demonstrate professional knowledge doing EE program evaluations?
- What is the firm/team's record for completing projects on time and within budget?
- Does the firm provide examples document the quality and level of expertise needed to provide the required services?
- Are the references positive?
  - If not, are there adequate explanations or extenuating circumstances that should be considered?
- Are the personnel, proposed to work on this job, the same persons who have worked on similar jobs for the firm?

### **7.04 Contract Cost (40 Percent)**

The evaluation of cost will be based on the total price to complete all tasks identified in this RFP in accordance with the contractor's price proposals. The lowest cost proposal will receive the maximum points allocated to cost and all other Offeror allocations are determined by this formula:

$$\frac{(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})}{\text{Price of Each Higher Cost Proposal}} = \text{Points awarded for cost}$$

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

### **7.05 Alaska Offeror Preference (10 Percent)**

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

## SECTION EIGHT APPENDIX B INDEMNIFICATION & INSURANCE

### 8.01 Requirements (Revised 12-11)

#### Article 1. Indemnification

The Contractor shall indemnify, defend, and hold harmless the Authority from and against any claim of, or liability for, negligent acts, errors, and omissions of the Contractor under this contract. The Contractor shall not be required to indemnify, defend, or hold harmless the Authority for a claim of, or liability for, the independent negligent acts, errors, and omissions of the Authority. If there is a claim of, or liability for, a joint negligent act, error or omission of the Contractor and Authority, the indemnification, defense and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Contractor" and "Authority" include the employees, agents and other contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, or omissions" means negligence other than in the Authority'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 obligation, Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this contract the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the Authority shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the 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. For Contractor's services performed in Alaska, all insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

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

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