



State of Alaska Department of Law
Request for Proposals
RFP Number: 2016-0300-3353
Date of Issue: April 20, 2016
Bond Counsel for
Alaska Industrial Development & Export Authority
and
Alaska Energy Authority

Proposers Are Not Required To Return This Form.

Important Notice: If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed in this document to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

Patricia Hull
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Department of Law
PO Box 110300
Juneau, AK 99811-0300



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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 MAILING ADDRESS, CONTACT, TELEPHONE, EMAIL & PROPOSAL DEADLINE

DEADLINE: Proposals must be received no later than 4:30 P.M., Alaska Time on **Friday, May 20th, 2016**. No faxed proposals will be accepted. A proposer'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.

Submitting via email: (recommended method). If submitting by e-mail, address documents to patricia.hull@alaska.gov. Specify in the subject line *RFP Bond Counsel*. The proposer must telephone the procurement officer at 907-465-4337 to verify receipt timely receipt of the proposal.

If submitting by mail, proposal must in a sealed envelope addressed as follows:

Attn: Patricia Hull
RFP Number: 2016-0300-3353 Bond Counsel-AIDEA and AEA
Department of Law
PO Box 110300
Juneau, Alaska 99811-0300

Or if **delivered by courier method**, the Physical Address is:

Attn: Patricia Hull
RFP Number: 2016-0300-3353 Bond Counsel-AIDEA and AEA
Department of Law
211 4th Street, 2nd Floor
Juneau, AK 99801

PROCUREMENT OFFICER: *Patricia Hull* patricia.hull@alaska.gov
PHONE 907-465-4337 TDD 907-796-1523

1.02 CONTRACT TERM AND WORK SCHEDULE

The contract term and work schedule set out herein represents the State of Alaska'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.

The length of the contract will be from **Thursday, September 1st, 2016**, through **June 30, 2019** with an option to renew the contract for two additional one-year periods (potentially ending June 30, 2021.)

Unless otherwise provided in this RFP, the State and the successful proposer/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:

- Issue RFP: April 20th, 2016
- Deadline for Receipt of Proposals: May 20th, 2016
- State of Alaska issues Notice of Intent to Award a Contract: May 25th, 2016
- State of Alaska issues contract: June 6th, 2016
- Contract start: September 1st, 2016

1.03 PURPOSE OF THE RFP

The Department of Law is soliciting responses from law firms to provide all services normally provided by bond counsel with respect to the authorization, sale, issuance, and delivery of debt securities, and all services as requested in connection with the exercise by AIDEA and AEA of their purposes and powers with regard to the financing of their programs and/or projects.

1.04 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed is at the proposer's office. The Department of Law, AIDEA or AEA may require the contractor to meet at the AIDEA, AEA or the Department of Law offices.

By signature on their proposal, the proposer certifies that:

- (a) all services provided under this contract by the contractor and all subcontractors shall be performed in the United States; and
- (b) the proposer 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 (a) or (b) of this requirement will cause the State to reject the proposal as non-responsive, or cancel the contract.

1.05 ASSISTANCE TO PROPOSERS WITH A DISABILITY

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

1.06 REQUIRED REVIEW

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

1.07 QUESTIONS RECEIVED PRIOR TO DEADLINE OF PROPOSALS

All questions must be in writing and directed to the issuing office, addressed to the procurement officer at patricia.hull@alaska.gov

1.08 AMENDMENTS

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the procurement officer as having downloaded the RFP from the State of Alaska Online Public Notice web site.

1.09 ALTERNATE PROPOSALS

Proposers 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.

1.10 RIGHT OF REJECTION

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

Proposers may not qualify the proposal nor restrict the rights of the State. If a proposer does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The procurement officer may waive 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;

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 proposer shall be rejected.

1.11 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

1.12 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 proposer requests, in writing, that the procurement officer do so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the proposer must be clearly identified and the proposer must include a brief statement that sets out the reasons for confidentiality.

1.13 SUBCONTRACTORS

Unless the State expressly consents in writing in advance, subcontractors may not be used to perform work under this contract.

1.14 JOINT VENTURES

Joint ventures will be considered. In such cases, one joint proposal must be submitted and each firm must have a valid Alaska business license. A written agreement is required that specifically states each firm's responsibility; identifies the lead firm; and designates the individual with signatory and negotiating authority who is directly answerable and responsible for the proposed contracts. The agreement shall be signed by authorized representatives of each firm comprising the joint venture and be included as an attachment to the proposal.

1.15 PROPOSER'S CERTIFICATION

By signature on the proposal, proposers 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 proposer 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.

1.16 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., representing clients litigating against or with interests adverse to the State of Alaska or AIDEA or AEA) and, if so, the nature of that conflict. The Attorney General 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 proposer. The Attorney General's determination regarding any questions of conflict of interest shall be final.

1.17 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.

1.18 SOLICITATION ADVERTISING

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

1.19 NEWS RELEASES

News releases related to this RFP will not be made without prior approval of the State of Alaska Attorney General.

1.20 ASSIGNMENT

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

1.21 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.

1.22 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 proposer 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

No pre-proposal conference is scheduled for this project; however, one may be scheduled if enough questions arise or potential proposers request a pre-proposal conference.

2.03 SITE INSPECTION AMENDMENTS TO PROPOSALS

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

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 **1.10 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.

2.06 CLARIFICATION OF OFFERS

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

2.07 DISCUSSIONS WITH PROPOSERS

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

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

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

2.08 PRIOR EXPERIENCE

To qualify to respond to this RFP, a proposer must (1) meet the minimum experience requirements set forth below and (2) describe with specificity in the proposal how it satisfied such requirements. A proposer's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and will be rejected.

- a. The proposer must demonstrate previous experience and describe qualifications regarding the following areas:
 - (1) Tax-exempt and taxable bonds
 - i. General obligation (AIDEA Revolving Fund bonds; to include bonds issued in conjunction with public private partnerships or to fund owned projects and/or for the purchase of loan participation)
 - ii. General obligation (AEA bonds for owned energy projects; bonds currently outstanding relate to the Bradley Lake Hydroelectric Project and additional bonds may be issued under the Power Revenue Bond Resolution in the future)
 - iii. Revenue
 - iv. Conduit Revenue (AIDEA has an active conduit revenue bond program and AEA has the ability to issue them)
 - v. Exempt facility
 - vi. 501(c)(3), and
 - vii. Governmental purpose
 - (2) Arbitrage and associated U.S. Treasury regulations including those related to tax-exempt bonds.
 - (3) Commercial contracts.
 - (4) Continuing disclosure requirements.
 - (5) Tax analysis.
 - (6) Verify that the lead attorney being proposed has had at least five (5) years of experience concerning one or more of the areas described above. The proposer shall submit three current references who may be contacted. These preferably will include other bonding authorities similar to AIDEA and AEA.
- b. The firm must be listed in and have at least one attorney listed (or who meets the minimum qualifications for being listed) in the Bond Buyers Municipal Marketplace directory (a.k.a. the "Red Book") who is being proposed as either lead attorney or as a key individual to provide the requested services. Provide evidence of such listings or evidence that the individual meets the minimum requirements for being listed (i.e., at some point during the previous two-year period the individual rendered a sole legal opinion in connection with the sale of state and/or municipal bonds, or served as underwriter's counsel or co-counsel for a state and/or municipal bond offering.) See "attorney firm application – qualifications and documentation" at www.munimarketplace.com.
- c. The proposer must demonstrate experience in providing legal services as bond counsel to a State or municipal client similar to AIDEA and AEA and provide confirmation of same.

2.09 EVALUATION OF PROPOSALS

A proposal 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 SEVEN -*Evaluation Criteria and Contractor Selection* 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 State's request.

2.11 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

At the time the proposals are opened, all proposers must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. **Proposals must be submitted under the name as appearing on the person's current Alaska business license in order to be considered responsive.** Proposers 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. **Proposers must submit evidence of a valid Alaska business license with the proposal.** A proposer's failure to submit this evidence with the proposal will cause the proposal to be determined non-responsive. Acceptable evidence that the proposer possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license with the correct NAICS code;
- certification on the proposal that the proposer 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 affidavit that the proposer has applied and paid for the Alaska business license.

2.12 APPLICATION OF PREFERENCES

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska bidder, Alaska veteran, and Alaska Proposer 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 Services' 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 36.30.170(c)
- Alaskans with Disability Preference - AS 36.30.170 (e)
- Employers of People with Disabilities Preference - AS 36.30.170 (f)
- Alaska Veteran's Preference - AS 36.30.175

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs; a list of individuals who qualify as persons with a disability; and a list of persons who qualify as employers with 50 percent or more of their employees being disabled. A person must be on this list at the time the bid is opened in order to qualify for a preference under this section.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the employment program preference, Alaskans with Disability Preference or Employers of People with Disabilities Preference described above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the proposal is opened, and must provide the procurement officer a copy of their certification letter. Proposers must attach a copy of their certification letter to the proposal. The proposer's failure to provide the certification letter mentioned above with the proposal will cause the State to disallow the preference.

2.13 5 PERCENT ALASKA BIDDER PREFERENCE

AS 36.30.170 & 2 AAC 12.260

An Alaska Bidder Preference of five percent will be applied to price prior to evaluation. The preference will be given to a proposer who:

- (a) holds a current Alaska business license;
- (b) submits a proposal for goods or services under the name on the Alaska business license;
- (c) has maintained a place of business within the State staffed by the proposer, or an employee of the proposer, for a period of six months immediately preceding the date of the proposal;
- (d) 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 organized under AS 10.50 and all members are residents of the State, or is a partnership under

- (e) AS 32.05 or AS 32.11 and all partners are residents of the State; and if a joint venture, is composed entirely of entities that qualify under (a)-(d) of this subsection.

Alaska Bidder Preference Affidavit

In order to receive the Alaska Bidder Preference, proposals must include a statement certifying that the proposer is eligible to receive the Alaska Bidder Preference. (See Attachment 6 Alaska Bidder Questionnaire).

2.14 5 PERCENT ALASKA VETERAN PREFERENCE AS 36.30.175

An Alaska Veteran Preference of five percent will be applied to price prior to evaluation. The preference will be given to a proposer who qualifies under AS 36.30.170 (b) 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, proposals must include a statement certifying that the proposer is eligible to receive the Alaska Veteran Preference.

2.15 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. See Section SEVEN to determine the value, or weight of cost for this particular RFP as it may differ from 40%.**

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

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

Proposer #1	-	Non-Alaska proposer	\$40,000
Proposer #2	-	Alaska proposer	\$42,750
Proposer #3	-	Alaska proposer	\$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 Example RFP allotted 40% (40 points) of the total of 100 points for cost.

Example Proposer #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.

Example Proposer #2 receives 37.4 points.

$$\frac{\$40,000 \times 40}{\text{Lowest Cost}} = \frac{1,600,000}{\text{Max Points}} \div \frac{\$42,750}{\text{Proposer \#2}} = 37.4 \text{ Points}$$

Adjusted by the application of all applicable preferences

Example Proposer #3 receives 33.7 points.

$$\frac{\$40,000 \times 40}{\text{Lowest Cost}} = \frac{1,600,000}{\text{Max Points}} \div \frac{\$47,500}{\text{Proposer \#3}} = 33.7 \text{ Points}$$

Adjusted by the application of all applicable preferences

2.16 ALASKA PROPOSER PREFERENCE

AS 36.30.250 & 2 AAC 12.260

2 AAC 12.260(e) provides Alaska proposers a 10 percent overall evaluation point preference. Alaska bidders, as defined in AS 36.30.170(b), are eligible for the preference. This preference will be added to the overall evaluation score of each Alaska proposer. Each Alaska proposer will receive 10 percent of the total available points added to their evaluation score as a preference.

EXAMPLE

Alaska Proposer Preference

[STEP 1]

Determine the number of points available to Alaska proposers under the preference.

Total number of points available - 100 Points

100	x	10%	=	10
Total Points Available		Alaska proposers Percentage Preference		Number of Points Given to Alaska proposers Under the Preference

[STEP 2]

Add the preference points to the Alaskan offers. There are three proposers: Proposer #1, Proposer #2, and Proposer #3. Proposer #2 and Proposer #3 are eligible for the Alaska Proposer 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:

Proposer #1 - 89 points

Proposer #2 - 80 points

Proposer #3 - 88 points

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

Proposer #1 - 89 points

Proposer #2 - 90 points

Proposer #3 - 98 points

Proposer #3 is awarded the contract.

2.17 CONTRACT NEGOTIATION

2 AAC 12.315 After final evaluation, the procurement officer may negotiate with the proposer of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If the highest-ranked proposer 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 proposer of the next highest-ranked proposal.

The Department of Law anticipates that it will award more than one contract as a result of this solicitation.

2.18 FAILURE TO NEGOTIATE

If the selected proposer

- 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 proposer and the State, after a good faith effort, simply cannot come to terms,

the State may terminate negotiations with the proposer initially selected and commence negotiations with the next highest ranked proposer.

2.19 NOTICE OF INTENT TO AWARD (NOIA) — PROPOSER NOTIFICATION OF SELECTION

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

2.20 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 proposer whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

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

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

If a proposer wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued. A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- a) the name, address, and telephone number of the protester;
- b) the signature of the protester or the protester's representative;
- c) identification of the contracting agency and the solicitation or contract at issue;
- d) a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- e) 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 as is a pdf of the document received via email.

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

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

SECTION THREE STANDARD CONTRACT INFORMATION

3.01 CONTRACT TYPE

In addition to specified hourly fee rates and/or transactional fees, the contracts will include reimbursement at-cost for specified expenses incurred under the contracts.

3.02 CONTRACT APPROVAL

This RFP does not, by itself, obligate the State. The State's obligation will commence when the contract is approved by the Attorney General. Upon written notice to the contractor, the State may set a different starting date for the contract. The State 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

The contractor will be required to sign and submit the attached State's 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 proposer'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

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.

The final contract between the Department of Law and the successful proposer(s) will include all of the following:

- Standard Agreement Form (contract cover sheet—see Attachment 1 to this RFP);
- Appendix A -- General Provisions (see Section 3.03 and Attachment 2 to this RFP);
- Appendix B2 – Indemnity and Insurance (see Section 3.06 and Attachment 3 to this RFP);
- Appendix C – Services to be Performed by the Contractor (Attachment 4; describes the services to be provided and contract management and other terms); and
- Appendix D – (Attachment 5) Consideration attached; contains specific terms such as the agreement on fees and expense reimbursements, and billing procedures.
- If the proposer wants to add additional terms and conditions (e.g., provisions from the firm’s standard engagement letter) to the contract, the proposer must submit a copy of any such additional terms and conditions for consideration by the review committee
- Any such additional terms and conditions agreed to by the Department of Law will be added to the contracts as Appendix E, and
- If and to the extent that any such Appendix E contradicts or is inconsistent with the Standard Agreement form, Appendix A, Appendix B2, Appendix C Appendix D, and/or any part or all of the RFP that is incorporated into the applicable contract will take precedence and control.

3.06 INSURANCE REQUIREMENTS

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

The successful proposer must secure the insurance coverage required by the State. The coverage must be satisfactory to the Department of Administration Division of Risk Management. A proposer'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.

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

3.07 RESERVED

3.08 PROPOSED PAYMENT PROCEDURES

The State will make payments monthly based upon receipt of a detailed invoice. No payment will be made until invoice has been approved by the project director. It is anticipated that bond counsel services for a bond issuance will be paid at closing from bond proceeds.

3.09 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Attorney General or his/her designee. Under no conditions will the State be liable for the payment of any interest charges associated with the cost of the contract.

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

3.10 CONTRACT PERSONNEL

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

3.11 TERMINATION FOR DEFAULT

If the designated 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.

3.12 CONTRACT INVALIDATION

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

3.13 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: 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 that now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information disclosed by a party pursuant to subpoena or other legal process and as a result becomes lawfully obtainable by the general public.

SECTION FOUR BACKGROUND INFORMATION

4.01 BACKGROUND INFORMATION

Through this RFP, the State seeks responses from law firms to assist on legal issues related directly or indirectly to bond issuances of the Alaska Industrial Development and Export Authority, the Alaska Energy Authority, and their successors in interest. Selected counsel will be assigned matters on a case by case basis in order to supplement those services already being provided by the Department of Law and other contract legal counsel.

The Department of Law reserves the right to award more than one contract as a result of this solicitation. If more than one contract is awarded, work will be assigned based on the assessment of the individual firm's ability to provide the services required in an efficient manner and at the time needed.

A. Alaska Industrial Development and Export Authority (AIDEA). AIDEA was established by the Alaska Legislature in 1967. It is a public corporation of the State of Alaska within the Department of Commerce, Community and Economic Development, with separate and independent legal existence established in Alaska Statutes under AS 44.88

AIDEA is governed by a seven member Board. AIDEA's mission is to promote, develop and advance economic growth and diversification in Alaska by providing various means of financing and investment. AIDEA purchases loan participations from eligible financial institutions, makes direct loans for development projects, and also owns and operates projects including the DeLong Mountain Transportation System, the Ketchikan Shipyard and others.

Under its Amended and Restated Revolving Fund Bond Resolution, AIDEA has general obligation debt outstanding which is payable from AIDEA's general assets and revenues. AIDEA also currently has one issue of non-conduit revenue bonds outstanding which are secured by the specific assets and revenues pledged under the bond resolution relating to that issue.

As of June 30, 2015, AIDEA had two issues of Revolving Fund Bonds outstanding, with a balance of \$64.7 million. AIDEA's most recent issuance was completed in 2010. AIDEA has no current plans to issue Revolving Fund Bonds.

AIDEA also has an active conduit revenue bond program under which bonds are issued for qualified projects. AIDEA acts solely as a conduit for the transaction, putting neither the assets nor credit of AIDEA at risk.

Information regarding AIDEA's programs and projects, and additional information regarding the AIDEA's organization, operation and accomplishments (including AIDEA's Annual Report) are available at AIDEA's web page at <http://www.aidea.org/>.

B. Alaska Energy Authority (AEA). AEA is a public corporation of the State of Alaska within the Department of Commerce, Community and Economic Development, with separate and independent legal existence. AEA was created by the legislature in 1976.

AEA's mission is to reduce the cost of energy in Alaska.

AEA worked throughout the 1980s to develop the state's energy resources as a key element in diversifying Alaska's economy. A number of large-scale projects were constructed. After additional legislation in 1993, AEA's primary role was to own existing energy infrastructure projects such as Bradley Lake Hydroelectric Project and the Alaska Intertie.

In a reorganization pursuant to statute, on August 12, 1993, the board of AIDEA became the board of directors of AEA. The corporate structure and operating assets of AEA were retained but the ability to construct and acquire energy projects was eliminated. The legislative intent included that ongoing operation of the operating assets should be assumed by the electric utility companies that use or purchase power from the assets, with oversight responsibility retained by AEA; this has occurred to the extent possible. There is no commingling of funds, assets or liabilities between AIDEA and AEA and there is no responsibility of one for the debts or the obligations of the other.

In 1999, the rural energy programs previously administered by the former Department of Community and Regional Affairs, Division of Energy, were transferred back to AEA for administration, as part of a larger reorganization of state agencies. AEA manages a number of energy grants, including grants funded from the Renewable Energy Fund Grant Recommendation Program and from legislative appropriations, for constructing rural energy projects on behalf of rural communities and utilities, passing funds through to communities and utilities to develop energy projects, and non-residential energy conservation programs. The rural energy programs of AEA include Bulk Fuel Storage Upgrades, Rural Power System Upgrades, Power Cost Equalization, Alternative Energy and Energy Efficiency, Emerging Energy Technology, Emergency Response, Utility Training, and Technical Assistance, and a loan program funded from the Power Project Fund. AEA also participates in regional energy planning. For additional detail regarding AEA authorities and responsibilities, offerors are encouraged to read Alaska Statutes AS 44.83.020 through AS 44.83.995, and AS 42.45.010 through AS 42.45.250 and AS 42.45.400 through AS 42.45.990. References to the Alaska Statutes can be found at <http://www.legis.state.ak.us>.

In 2011 AEA was authorized and provided funding to initiate the licensing and development of the Susitna Watana Hydroelectric project, a major hydroelectric facility on the Susitna River. AEA anticipates it would solicit bond counsel for the Susitna Watana Hydroelectric Project under a separate RFP; it is not anticipated that significant amounts of legal services related to that project will arise under any contract issued under this RFP

As of June 30, 2015, AEA had \$ 71.155 million of bonds outstanding under its Power Revenue Bond Resolution adopted by AEA's board of directors on September 7, 1989.

More information about AEA and its programs can be found at <http://www.akenergyauthority.org/>

SECTION FIVE SCOPE OF WORK

5.01 SCOPE OF WORK

On behalf of the Alaska Industrial Development and Export Authority (AIDEA) and Alaska Energy Authority (AEA) (individually or collectively referred to as the “Authority” or “Authorities”), selected counsel will provide all services normally provided by bond counsel with respect to the authorization, sale, issuance, and delivery of debt securities, and all services as requested in connection with the exercise by AIDEA and AEA of their purpose and powers in connection with the financing of their programs and/or projects. Such services may include but not necessarily be limited to the following:

A. On behalf of the Authority, selected counsel will provide all services normally provided by bond counsel with respect to the authorization, sale, issuance, and delivery of bonds or other financing instruments and all services as requested in connection with the exercise by the Authority of its purpose and powers in connection with the financing of projects. Unless otherwise addressed below, compensation for such services shall be based on the transactional fee schedules proposed by the respondent. In addition to the normally required tasks of drafting or reviewing the official statement, authorizing and sale resolutions, transaction and closing documents, and rendering of final approving opinions(s) as to the bonds, bond counsel services may also include but not necessarily be limited to the following:

1. Conferences with the Authority’s Executive Director and staff, State Attorney General’s office, financial advisor, special tax counsel (if any), underwriter, underwriter’s counsel, and with each applicant and its counsel as may be necessary in connection with the authorization, issuance, and sale of the bonds.
2. Conferences with the Authority’s Board and other Authority representatives for the purpose of informing members of the Board as to the contents of, and requirements to adopt all legal documents necessary in connection with the authorization, sale and delivery of the bonds. This includes being available to attend all Board meetings, by phone or in person, where action on a proposed transaction is to be considered.
3. Conferences, negotiation sessions and drafting of related documents pertaining to bond issues.
4. Obtaining or assisting other counsel in obtaining volume cap allocation from the State Bond Committee, as needed.
5. Obtain (or assist in obtaining) local government approvals for AIDEA owned projects (generally not for conduit bond issues), as required under AIDEA statutes.

The items referred to under subparagraphs (1), (2) and (3) shall constitute "work directly related to a particular bond issue." "Work directly related to a particular bond issue" shall also include, without limitation, drafting and/or review of (as applicable) the board resolution, the Series or Bond Resolution, Trust Indenture or Trust Agreement necessary to secure the bonds, drafting and review of other security documents such as Loan Agreement and Escrow Agreement, drafting and review of any documents necessary to establish the tax exempt status of the bonds, review of the Official Statement or other statement of the Authority issued to describe the bonds and the project or projects to be financed and (if required) due diligence with respect thereto, drafting and review of all documents necessary to sell the bonds whether at public or private sale, preparation of documents necessary in connection with delivery of the bonds and the issuance of the final approving opinion with respect thereto and any other opinions called for in connection therewith and all conferences, meetings with the Board, the staff, the financial advisor and others in connection therewith, but shall not include work in connection with any request for ruling.

Additionally, “Work directly related to a particular bond issue” will include monitoring the schedule of activities during each financing to assist the Authority in meeting established deadlines and, if requested by AIDEA or AEA, assisting in presentations to credit market participants including rating agencies, investors, investment analysts, underwriters, letter of credit banks, bond insurers, or other providers of credit enhancement. Also, bond counsel will be expected to advise the issuing Authority and other transaction participants, upon request, as to compliance with all legal requirements.

B. Unless otherwise addressed in subparagraphs (1) – (4) below, compensation for “work directly related to a particular bond issue” shall be based on the applicable maximum transaction fee schedules. It is anticipated that bond counsel would only be reimbursed for such services on an hourly basis if performed post-sale. If such services are performed in preparation for a particular bond sale, no additional compensation will normally be given over and above the maximum transactional fee established for that sale.

1. The Authority may choose to perform all or part of the work involved, or to have more than one bond counsel firm provide services related to a particular bond issue, in which case one firm normally

would be compensated by the maximum transactional fee and the other(s) would be compensated for services rendered under the cost and hourly fee provisions.

2. The Authority and bond counsel may negotiate a fixed fee reduction from the scheduled maximum transactional fee for a particular bond issue to reflect work to be performed by bond counsel.
3. The Authority, in its sole discretion, may elect when selecting bond counsel for a particular bond issue to have bond counsel bill and receive compensation for services rendered under the cost and hourly fee provisions instead of the maximum transactional fee schedule.
4. The Authority and bond counsel may negotiate a reduction from the cost and hourly fee provisions for a particular bond issue to reflect work to be performed by bond counsel.
5. If a proposed bond issuance fails to be completed, bond counsel will not be compensated for services rendered. An exception may be made in unusual circumstances in which a separate agreement is reached in advance to provide for compensation for services on a particular proposed issuance even if it fails to be completed, which compensation may be on a fixed fee basis or under the cost and hourly fee provisions.

C. Prior to initiating financing for a particular project, bond counsel may be asked to prepare an "eligibility resolution" as required under federal and/or state law. Such resolutions may include findings related to the "tax" status of the project under the Internal Revenue Code as well as the lawful authority of the Authority to finance the project under consideration (ref. AS 44.83, AS 44.88 and 3 AAC 99). Compensation for the preparation of such "eligibility resolutions" shall be based on the transactional fee schedule proposed by the respondent.

D. Upon request, bond counsel will provide legal interpretation and guidance regarding compliance with Bond Resolutions and agreements and the resolution of related issues that may arise. In addition, selected counsel may be asked to provide advice or representation for the Authority in regard to federal or state legislation, regulation, program modification, litigation, administrative proceedings, or other matters related to the issuance of debt by the Authority or to circumstances that may affect the ability of the Authority to issue debt. Compensation for such services would be made under the cost and hourly fee provisions.

E. Selected counsel must make available, at times on short notice, the lead attorney and/or key personnel to provide services to the Authority.

F. Other Services.

Other services that may be required under the contract which are not related to specific newly-issued debt financing transactions and will be provided only upon request:

1. Review fiscal policies/procedures and related laws, regulations, requirements and agreements. Provide suggestions to improve compliance.
2. Advise the Authorities regarding applicable continuing disclosure requirements and draft or assist in the drafting of information designed to comply with such requirements or as may be desired for the improved marketability of the Authorities debt securities.
3. Provide assistance and advice in connection with the review or audit of a program or debt issuance by the Internal Revenue Services, or State of Alaska Division of Legislative Audit, Securities Exchange Commission, Municipal Securities Rulemaking Board, or other similar entity with review and regulatory functions.
4. Assist the Authorities in presentations to the Alaska State Legislature.

PROPOSAL FORMAT AND CONTENT

6.01 PROPOSAL FORMAT AND CONTENT

A. All proposals submitted in response to this RFP must use the following outline format. A proposer not following these instructions or failing to include complete information as requested may result in a lower evaluation score or the proposal being declared non-responsive.

B. Required Proposal Format: Submit all documents in pdf format. They are to have numbered pages along with a Table of Contents that follows the below format and reflects the appropriate page numbers. If submitting in hard copy, to conserve resources and minimize the weight of the proposals, it is recommended two-sided printing be used where possible.

C. The proposer MUST address ALL the items and IN THE ORDER reflected below. Proposals that do not, may be declared non-responsive and be rejected.

6.02 COVER LETTER AND EXECUTIVE SUMMARY

Proposals should include a cover letter to introduce your firm, not to exceed one page, signed by the individual(s) who is (are) authorized to bind the proposer contractually. The cover letter shall include: the name, mailing address, e-mail address, and telephone number of a single individual within the firm who will be the Procurement Officer's primary contact concerning the proposal; and the email address to which answers to questions can be sent.

Please outline the firm's competitive advantage in providing bond services to AIDEA and AEA and how you specifically meet the minimum requirements set forth in Section 2.08 of this RFP.

Proposals must confirm that the proposer 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. A proposer's failure to include these items in the proposal may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

6.03 FIRM ORGANIZATION, QUALIFICATIONS AND MANAGEMENT PLAN

Provide a general discussion of the firm's experience, as well as:

- (1) A detailed discussion of the firm's ownership, headquarters, branch or affiliate offices and length of time in business.
- (2) A detailed discussion of the firm's structure, size and capabilities/quantities available in terms of personnel and equipment. Indicate if the award of this contract would require the acquisition of additional space, equipment, personnel or any other items. Be as specific as possible, i.e., how much additional space, specific equipment, the number and function of additional employees, etc.
- (3) A detailed discussion of how the Authority's engagement will be staffed to facilitate availability of counsel to AIDEA and AEA during AIDEA and AEA's hours of business and to attend meetings in Anchorage as needed on short notice.
- (4) A detailed discussion of the firm's previous experience and qualifications with the specific types of debt securities issued by AIDEA and AEA and in regard to arbitrage and associated U.S. Treasury regulations. Specifically, provide a discussion pertinent to AIDEA's Revolving Fund Bonds (future issues are anticipated to include issues for public private partnerships in addition to historical usage for AIDEA owned projects and to purchase loan participations); AIDEA conduit bonds; and AEA energy bonds. Describe staffing and how expertise is maintained for the types of bonds discussed.
- (5) Describe expertise with continuing disclosure requirements, including staffing and how expertise is maintained to monitor rule changes.
- (6) Describe tax analysis expertise, including staffing and how expertise is maintained to keep abreast of changes.
- (7) You must submit three current references who may be contacted. These preferably will include other bonding authorities.
- (8) A general discussion and (as appropriate under the rules of professional conduct governing attorney/client confidences) a listing of any other current or past clients similar to AIDEA and AEA, a brief description of services provided, and a contact name and phone number of any such clients who may be contacted.
- (9) Discuss the firm's ability to evaluate the effectiveness of its service.
- (10) Identify any distinct and substantive qualifications for undertaking the proposed contract, such as the availability of specialized equipment, awards and recognition received for similar services or special approaches or concepts relevant to the required services.

6.04 LEAD ATTORNEY

Identify the lead attorney who will be working most directly with AIDEA and AEA, and will have overall responsibility for the assignments. Identify the responsibilities and percentage of time the lead attorney will spend working directly for AIDEA and AEA. A resume that includes at least three references, with phone numbers, shall be provided. Include information concerning qualifications and experience of the lead attorney and provide a description of the lead attorney's education and background relative to the required services, position in the firm, and relevant or similar assignments in the past and the extent of responsibilities, both substantive and administrative. Resumes that include non-relevant information may detract from the proposal evaluation. Lists of assignments or projects are not useful unless the individual's specific and relevant duties and responsibilities are identified.

6.05 KEY PROJECT PERSONNEL

Identify the responsibilities of any other key individuals who may be assigned to the proposed contract. Clearly indicate locations and/or judicial jurisdictions in which all of these individuals practice. A resume that includes at least three references with phone numbers, shall be provided for all attorneys who will have major responsibilities for performance of the services required. Include information concerning qualifications and experience of each individual listed. Each individual should be described in terms of education and experience relative to the required services, position in the firm, and relevant or similar projects in the past and the extent of responsibilities, both substantive and administrative. Resumes that include non-relevant information may detract from the proposal evaluation. Lists of projects are not useful unless the individual's specific and relevant duties and responsibilities are identified.

Weight will be given in the evaluation of proposals to the number of qualified key individuals (i.e., the depth of experience) the firm makes available to AIDEA and AEA.

6.06 CONFLICTS OF INTEREST

The Attorney General's Office and AIDEA and AEA are sensitive to the issue of conflicts of interest as they may relate to the legal services being proposed. You must identify the existence of any potential conflicts of interest, including any lawsuits and disputes in which you represent parties whose interests may be adverse to the State, AIDEA or AEA. Include any other information that is felt to be pertinent and you wish to provide.

6.07 COST PROPOSAL

Costs and Fees:

- 1) For the purposes of proposal evaluation, complete Attachment 8 with numeric responses.
- 2) Provide a rate schedule with proposed maximum transactional fees schedules related to the following types of debt issuance and services:
 - general obligation bonds,
 - revenue bonds,
 - general obligation bonds (which are substantially similar in form to prior general obligation bonds issued by the Authority),
 - revenue bonds (which are substantially similar in form to prior revenue bonds issued by the Authority), and
 - eligibility resolutions (a single flat fee)

NOTE: The determination of whether an issue is "substantially similar in form to prior" bonds issued will be made at the time the issue is structured by mutual agreement between the provider of the services and the Authorities.

NOTE: The maximum fee schedules requested above must include all costs and, except for "allowed out-of-pocket expenses," no additional compensation will be authorized for either direct or indirect out-of-pocket expenses related to such transactions.

"Allowed out-of-pocket" expenses shall include (a) actual out-of-pocket costs of publishing notices of TEFRA hearings and (b) the reasonable costs of necessary

travel to negotiation meetings and bond closings outside of Anchorage, with reimbursement limited to only those "Travel and Lodging" items/services covered by the terms of Appendix D, Article 1.2 of the attached "Standard Agreement Form for Professional Services." Other out-of-pocket expenses may be pre-approved by the project manager for a particular bond issue only under extraordinary circumstances.

The fee schedules for particular bond issues may provide variable fee rates based upon the size of the bond issuance. Firms may propose any fee schedule, including but not limited to any combination of the following:

- a minimum fee;
- a declining fee schedule based upon the size of the bond issuance;
- a fee schedule that includes a fee cap;
- use of a cost and hourly fee provision with a fee cap based upon the size of the bond issuance.

(b) For "work *not directly related to a particular bond issue*", an eligibility resolution, or Other Services and for compensation for services rendered that otherwise under the terms of the proposal are to be based upon the cost and hourly fee provision, please provide:

- the firm's hourly billing rate for each attorney that might provide services under the contract (the hourly rate for the designated lead attorney must be clearly highlighted);

NOTE: Except in unusual circumstances, reimbursement for out-of-pocket expenses for "work not directly related to a particular bond issue" will be limited to only those items/services covered by the terms of Appendix D, Article 1.2 of the attached "Standard Agreement Form for Professional Services." Exceptions to these terms will only be made if such expenditures are pre-authorized by the project director. Please identify any possible exceptions or deviations from these terms that you can envision at this time.

6.08 Evaluation Criteria

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

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 proposer.

A proposal shall be evaluated to determine whether the proposer 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.

6.09 PROPOSAL CHECKLIST

To help your proposal avoid being rejected as non-responsive, please review the proposal checklist set forth below prior to submitting your proposal. While not necessarily exhaustive, the checklist is meant to identify many of the items that proposers sometimes forget to include.

1. Section 1.15 – Proposer’s Certification
2. Section 1.16 -- Conflict of Interest. Provide the required statement
3. Section 2.01 -- Authorized Signature. Ensure the person signing the proposal has authority to bind your firm.
4. Section 2.08 -- Minimum Requirements. The Executive Summary (Section 6.02) must set forth specific facts or other evidence that enables the evaluation committee to determine whether the firm meets the minimum requirements. A blanket general statement to the effect that the firm satisfies the minimum requirements is not acceptable.
5. Section 2.11 -- Alaska Business License and other Required Licenses. Ensure that your proposal includes one of the forms of acceptable evidence that your firm possesses, or has applied for, a valid Alaska business license.
6. Section 2.15 – Alaska Bidder Preference. Provide completed Alaska Bidder Questionnaire (Attachment 7.)
7. Section 6.01 – Proposal Format and Content. Submit (5) five hard copies of the proposal, with numbered pages, and a table of contents that follows the format specified in Section 6 and reflects page numbers. Also include a copy of the proposal in pdf format on a CD.
8. Section 6.02 – Cover Letter and Executive Summary. Include the specified cover letter and executive summary and the required confirmation
9. Section 6.03 – Firm Organization, Qualifications, and Management Plan. Provide all of the information requested in items 1-10 in the order specified.
10. Section 6.07 – Fee Proposal. Provide all of the requested information in the required formats

SECTION SEVEN EVALUATION CRITERIA

The Department of Law will appoint an evaluation committee to review the proposals. The committee will consist of at least three persons and ideally five and include representatives from both the Department of Law and the Alaska Industrial Development and Export Authority and Alaska Energy Authority.

The total number of points used in this evaluation is 100.

Firm Organization and Experience	(35 Percent)
Experience and Qualifications	(35 Percent)
Cost	(20 Percent)
Alaska Proposer Preference	(10 percent)

Proposals will be evaluated against the questions set out below:

7.01 FIRM ORGANIZATION AND EXPERIENCE (35 PERCENT)

Questions regarding the firm:

- [a] How well has the firm demonstrated experience in the areas required?
- [b] Does the firm have the organizational capacity to carry-out the scope of work?
- [c] Has the firm provided letters of reference from previous clients?

7.02 EXPERIENCE AND QUALIFICATIONS (35 PERCENT)

Questions regarding the personnel:

- [a] Do the individuals assigned have the requisite experience?
- [b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the areas of law outlined in the RFP?

7.03 CONTRACT COST (20 PERCENT)

Per written authority of the Chief Procurement Officer, 20% of the total evaluation points for this RFP will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

Converting Cost to Points

For the purposes of proposal evaluation, the numeric amounts on Attachment 8 will be summed and the smallest sum 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 2.15.

7.04 ALASKA PROPOSER PREFERENCE (10 PERCENT)

If a proposer qualifies for the Alaska Bidder Preference (see Attachment #5 Alaska Bidder Questionnaire to determine eligibility), the proposer will receive an Alaska Proposer Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaska proposer.

SECTION EIGHT ATTACHMENTS

Attachment #

1. Proposal Evaluation Form (pages 1-3)
2. Standard Agreement Form--Signatory page
3. Standard Agreement Form--Appendix A
4. Standard Agreement Form--Appendix B2
5. Standard Agreement Form--Appendix C
6. Standard Agreement Form--Appendix D
7. Alaska Bidder Questionnaire
8. Pricing Scenarios

RFP Attachment 1 (pg 1 of 3) PROPOSAL EVALUATION FORM

RFP Number: 2016-0300-3353

Reviewer _____

Proposer: _____ Date: _____

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein. The total number of points used to score this proposal is 100.

7.01 Firm Organization and Resources —35 Percent (maximum 35 points)

Proposals will be evaluated against the questions set out below.

How well does the firm organization support all of the requirements and logically lead to the deliverables required in the RFP?

EVALUATOR'S NOTES _____

Is the organization of the firm clear?

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

To what extent does the proposer already have the hardware, software and other equipment necessary to perform the contract?

EVALUATOR'S NOTES _____

Has the proposer gone beyond the minimum tasks necessary to meet the objectives of the RFP?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR ORGANIZATION AND RESOURCES (MAX 35) _____

RFP Attachment 1 (pg 2 of 3)

Proposal Evaluation Form

RFP Number: 2016-0300-3353

Reviewer _____

Proposer: _____

Date: _____

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein. The total number of points used to score this proposal is 100.

7.02 Experience and Qualifications—35 Percent Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

Do the individuals assigned to the project have the necessary legal experience?

EVALUATOR'S NOTES

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

EVALUATOR'S NOTES

Questions regarding the firm.

Has the firm demonstrated experience in similar areas of the law?

EVALUATOR'S NOTES

Has the firm demonstrated it will provide depth of experience by assigning a number of qualified key individuals to work under the contract?

EVALUATOR'S NOTES

EVALUATOR'S POINT TOTAL FOR 7.02 EXPERIENCE AND QUALIFICATIONS (Max 35) _____

RFP Attachment 1 (pg 3 of 3) Proposal Evaluation Form

RFP Number: 2016-0300-3353 Procurement Officer: _____ Date _____

Proposer: _____

7.03 Contract Costs & Fees — 20 Percent This section will be reviewed and calculated by the Procurement Officer.
Maximum Point Value for this Section - 20 Points

The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.15 of this RFP.

EVALUATOR'S POINT TOTAL FOR 7.03 (MAX 20)

7.04 Alaska Proposer Preference — 10 Percent This section will be reviewed and calculated by the Procurement Officer. Maximum Point Value for this Section - 0 or 10 Points

Alaska bidders receive a 10 percent overall evaluation point preference.
Point Value for Alaska bidders in this section -- 10 Points
100 Points x 10 Percent = 10 Points

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

EVALUATOR'S POINT TOTAL FOR 7.04 (either 0 or 10)

1. Agency Contract Number 16-XXX-XXX	2. Billing Contact	3a. 03	3b. Unit	3c. Program
4. EN Doc Type and #	Project	Case Number =	6. AK Business License #	Vendor Number
This contract is between the State of Alaska,				
7. Department of Law	Division	hereafter the State, and		
8. Contractor	VENDOR phone	Email	hereafter the	
Mailing Address	Street or P.O. Box	City	State	ZIP+4
<p>9. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins _and ends <u>with the resolution of the matter.</u></p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$ 000 in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, reference Contract #16-TBD- and code CT16000TBD and mail the address below. Also send a pdf courtesy copy of all invoices to 03ContractPayments@alaska.gov</p>				
10. Department of Law				
Mailing Address 1031 W. 4 th Avenue, Suite 200 Anchorage, AK		Attention:		
11. CONTRACTOR		<p>13. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the variety, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.</p>		
Name of Firm				
Signature of Authorized Representative	Date			
Typed or Printed Name of Authorized Representative				
Title EIN:				
12. CONTRACTING AGENCY		Signature of Head of Contracting	Date	
Department/Division Law/Civil-	Date			
Signature of Project Director		Typed or Printed Name Craig W. Richards		
Typed or Printed Name of Project Director		Attorney General		
Title Assistant Attorney General		Authorized by AS 36.30.130		

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

RFP Attachment 3 (1 of 2)

**APPENDIX A
GENERAL PROVISIONS**

Article 1. Definitions.

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

Article 2. Inspection and Reports.

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

Article 3. Disputes.

- 3.1 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 AS 36.30.620-632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, physical handicap, 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, physical handicap, 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, physical handicap, 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, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of the contract.

RFP Attachment 3 (2 of 2)

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 State 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 State in the performance of this contract.

Article 9. Payment of Taxes.

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

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State 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 department of Law the General Provisions of this contract supersede any provisions in other appendices.

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

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

RFP Attachment 4

**APPENDIX B²
INDEMNITY AND INSURANCE**

Article 1. Indemnification

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

Article 2. Insurance

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

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 occurrence.

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 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

RFP Attachment 5 (1 of 2)

APPENDIX C

Article 1 Services to be performed by the Contractor.

Article 1.1 The Contractor (_____), on behalf of the Alaska Industrial Development and Export Authority (AIDEA) and Alaska Energy Authority (AEA) (collectively referred to as the “Authorities”), will provide all services normally provided by bond counsel with respect to the authorization, sale, issuance, and delivery of bonds, and all services as requested in connection with the exercise by AIDEA and AEA of their purposes and powers in connection with the financing of their programs and/or projects. Such services may include but not necessarily be limited to the following:

A. Authorization, Sale, Issuance and Delivery of Bonds. Services to be provided related to the authorization, sale, issuance and delivery of bonds are expected to include, but not be limited to, the following:

1. Conferences with the Authority’s Executive Director and staff, State Attorney General’s office, financial advisor, special tax counsel (if any), underwriter, underwriter’s counsel, and with each applicant and its counsel as may be necessary in connection with the authorization, issuance, and sale of the bonds.
2. Conferences with the Authority’s Board and other Authority representatives for the purpose of informing members of the Board as to the contents of, and requirements to adopt all legal documents necessary in connection with the authorization, sale and delivery of the bonds. This includes being available to attend all Board meetings, by phone or in person, where action on a proposed transaction is to be considered.
3. Conferences, negotiation sessions and drafting of related documents pertaining to bond issues.
4. Obtaining or assisting other counsel in obtaining volume cap allocation from the State Bond Committee, as needed.

The items referred to under subparagraphs (1), (2) and (3) shall constitute "work directly related to a particular bond issue." "Work directly related to a particular bond issue" shall also include, without limitation, drafting and/or review of (as applicable) the board resolution, the Series or Bond Resolution, Trust Indenture or Trust Agreement necessary to secure the bonds, drafting and review of other security documents such as Loan Agreement and Escrow Agreement, drafting and review of any documents necessary to establish the tax exempt status of the bonds, review of the Official Statement or other statement of the Authority issued to describe the bonds and the project or projects to be financed and (if required) due diligence with respect thereto, drafting and review of all documents necessary to sell the bonds whether at public or private sale, preparation of documents necessary in connection with delivery of the bonds and the issuance of the final approving opinion with respect thereto and any other opinions called for in connection therewith and all conferences, meetings with the Board, the staff, the financial advisor and others in connection therewith, but shall not include work in connection with any request for ruling.

Additionally, “Work directly related to a particular bond issue” will include monitoring the schedule of activities during each financing to assist the Authority in meeting established deadlines and, if requested by AIDEA or AEA, assisting in presentations to credit market participants including rating agencies, investors, investment analysts, underwriters, letter of credit banks, bond insurers, or other providers of credit enhancement. Also, bond counsel will be expected to advise the issuing Authority and other transaction participants, upon request, as to compliance with all legal requirements.

B. Unless otherwise addressed in subparagraphs (1) – (4) below, compensation for “work directly related to a particular bond issue” shall be based on the applicable maximum transaction fee schedules. It is anticipated that bond counsel would only be reimbursed for such services on an hourly basis if performed post-sale. If such services are performed in preparation for a particular bond sale, no additional compensation will normally be given over and above the maximum transactional fee established for that sale.

1. The Authority may choose to perform all or part of the work involved, or to have more than one bond counsel firm provide services related to a particular bond issue, in which case one firm normally would be compensated by the maximum transactional fee and the other(s) would be compensated for services rendered under the cost and hourly fee provisions.

RFP Attachment 5 (2 of 2)

2. The Authority and bond counsel may negotiate a fixed fee reduction from the scheduled maximum transactional fee for a particular bond issue to reflect work to be performed by bond counsel.
3. The Authority, in its sole discretion, may elect when selecting bond counsel for a particular bond issue to have bond counsel bill and receive compensation for services rendered under the cost and hourly fee provisions instead of the maximum transactional fee schedule.
4. The Authority and bond counsel may negotiate a reduction from the cost and hourly fee provisions for a particular bond issue to reflect work to be performed by bond counsel.
5. If a proposed bond issuance fails to be completed, bond counsel will not be compensated for services rendered. An exception may be made in unusual circumstances in which a separate agreement is reached in advance to provide for compensation for services on a particular proposed issuance even if it fails to be completed, which compensation may be on a fixed fee basis or under the cost and hourly fee provisions.

C. Prior to initiating financing for a particular project, bond counsel may be asked to prepare an "eligibility resolution" as required under federal and/or state law. Such resolutions may include findings related to the "tax" status of the project under the Internal Revenue Code as well as the lawful authority of the Authority to finance the project under consideration (ref. AS 44.83, AS 44.88 and 3 AAC 99). Compensation for the preparation of such "eligibility resolutions" shall be based on the transactional fee schedule proposed by the respondent.

D. Upon request, bond counsel will provide legal interpretation and guidance regarding compliance with Bond Resolutions and agreements and the resolution of related issues that may arise. In addition, selected counsel may be asked to provide advice or representation for the Authority in regard to federal or state legislation, regulation, program modification, litigation, administrative proceedings, or other matters related to the issuance of debt by the Authority or to circumstances that may affect the ability of the Authority to issue debt. Compensation for such services would be made under the cost and hourly fee provisions.

E. Selected counsel must make available, at times on short notice, the lead attorney and/or key personnel to provide services to the Authority.

F. Other Services.

Other services that may be required under the contract which are not related to specific newly-issued debt financing transactions and will be provided only upon request:

5. Review fiscal policies/procedures and related laws, regulations, requirements and agreements. Provide suggestions to improve compliance.
6. Advise the Authorities regarding applicable continuing disclosure requirements and draft or assist in the drafting of information designed to comply with such requirements or as may be desired for the improved marketability of the Authorities debt securities.
7. Provide assistance and advice in connection with review or audit of a program or debt issuance by the Internal Revenue Services, or State of Alaska Division of Legislative Audit, Securities Exchange Commission, Municipal Securities Rulemaking Board, or other similar entity with review and regulatory functions.
8. Assist the Authorities in presentations to the Alaska State Legislature.

RFP ATTACHMENT 6 (page 1 of 2)

Article 1. Consideration

APPENDIX D

Article 1.1 In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor according to the following schedules for:

- general obligation bonds
- revenue bonds (Authority owned projects)
- conduit revenue bonds
 - general obligation bonds which are substantially similar in form to prior general obligation bonds issued by the Authority,
 - revenue bonds which are substantially similar in form to prior revenue bonds issued by the Authority,
- conduit revenue bonds which are substantially similar in form to prior conduit revenue bonds issued by the Authority, and
- eligibility resolutions

The fees for services referenced above shall be paid after issuance of the debt. In situations where alternative financing instruments may be employed, the State reserves the right to either negotiate a separate fixed fee method of payment for services related to the issuance of such instruments or to request the Contractor to bill for services rendered under the cost and hourly fee provisions contained in Articles 1.2 and 1.3 below.

Article 1.2 For work not directly related to a particular bond issue (as described in Appendix C, Article 1.3, of this agreement) or is otherwise not covered under the payment provisions contained I Article 1.1 above, the State shall pay the Contractor at the following hourly rates for each attorney and paralegal: *Contractor's hourly rates to be inserted upon award of contract*

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

<u>Service or Expense</u>	<u>Charge/Rate</u>
Reproduction	\$0.10 per page
Computerized Database Research	At cost as invoiced Courier
Services	
Automobile Messenger Deliveries	At cost as invoiced
Overnight Deliveries (such as UPS, Federal Express, Express Mail, DHL)	At cost as invoiced
Postage	At cost
Telephone	At cost as invoiced
Telecopier	\$0.75(local),\$1.50(domestic),\$2.25(international)
Travel and Lodging	
Hotel Accommodations	Not to exceed \$300.00/night
Air Fare	Not to exceed coach class
Cab Fare	At cost as invoiced
Meals & Incidental Expenses	Flat rate payment of \$60.00/day for each full day (midnight to midnight) of travel. \$45 for each partial day

RFP ATTACHMENT 6 (page 2 of 2)

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

purchase or lease of office space, furnishings, equipment, or software unless approved in advance by the Deputy Attorney General. Upon conclusion of this agreement, unless the Deputy Attorney General approves other arrangements, the ownership of any furnishings, equipment, or software purchased under this contract shall revert back to the State and those items returned to the Department of Law.

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

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

Maximum hotel charge allowable for reimbursement is \$300.00 per night unless otherwise approved by the Project Director. The Contractor shall, when possible, use moderately priced hotels comparable to those used by Department of Law employees. Per diem at the flat rate of \$60.00 for each full day of travel (midnight to midnight) or \$45 for anything less than a full day (including the day of departure and the day of return) shall be paid in lieu of reimbursement for meals and other incidentals.

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

Article 2. **Billing Procedures**

Article 2.1 The Contractor agrees to bill the State within thirty days of the end of the monthly billing period. All billing statements shall be sent directly to the state's designated Project Director.

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

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

Article 2.4 Billing rates are capped for one year from date of execution of the Contract. If after one year the Contractor wishes to seek an adjustment to its billing rates, the Contractor shall: A. notify the Project Director 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 workplan 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 Director 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.

Attachment 7 (page 1 of 1)

QUESTIONNAIRE REGARDING
VENDOR QUALIFICATION FOR
THE ALASKA OFFEROR & BIDDER PREFERENCES
[2 AAC 12.260(e) / AS 36.30.170.(b)]

Please circle your answer to each question, sign the certification at the bottom of this form, and return the signed form as part of your RFP response.

- YES NO (1) Does your firm hold a current Alaska business license?
- YES NO (2) Is the proposal you have submitted being submitted under the name appearing on the Alaska business license referenced above?
- YES NO (3) Has your firm maintained a place of business within the state staffed by employees of your firm for a period of six months immediately preceding the date of your proposal?
- YES NO (4i) Is your firm incorporated or qualified to do business under the laws of the state?
- YES NO (4ii) If your firm is a sole proprietorship, is the proprietor a resident of the state?
- YES NO (4iii) If your firm is a partnership, are all partners residents of the state?
- YES NO (5) Is your proposal a joint venture? If yes, please fill out a copy of this questionnaire for each firm that will be providing services.

I hereby certify that my responses to the above questions are true and correct to the best of my knowledge.

Signature

Date

Printed Name

NOTE: With regard to questions (4i), (4ii), and (4iii) firms organized under Title 32 of the Alaska Statutes as a "partnership" or "limited partnership" in which any member of the partnership is not a resident of the State of Alaska will not be eligible to receive the Alaska offeror or bidder preference. Firms organized as a "partnership of professional corporations" in which each of the individual professional corporations comprising the partnership is not registered as a professional corporation with the State of Alaska will not be eligible to receive the Alaska offeror or bidder preference. Any firm lawfully registered with the State of Alaska, Department of Commerce, Community & Economic Development as a Corporation professional corporation, or limited liability company under Title 10 of the Alaska Statutes shall qualify for these preferences if it meets the other criteria listed under AS 36.30.170(b)(1), (2), (3), and (5).

Attachment 8

Pricing Scenarios
RFP 2016-0300-3353
AIDEA/AEA Bond Counsel
FOR THE PURPOSES OF PROPOSAL EVALUATION ONLY

(As directed in RFP Section 6.07 page 20, also attach to your proposal your firm's pricing schedule and hourly rates for lead and key staff)

Please do not alter the scenarios as written below. Include all applicable costs your firm associates with the transaction scenario. Your response must be numeric only. Replies which are not numeric will be considered nonresponsive.

Scenario A: AIDEA Revolving Fund Bond taxable or tax-exempt, \$100 Million, fixed rate. This assumes the bonds are secured by the revolving fund and issued under the current bond indenture. This scenario assumes the transaction documents are substantially similar to existing documents and includes both bond and disclosure services. Taxable - \$_____, additional charge if tax-exempt - \$_____.

Scenario B: AIDEA/AEA Revenue Bond taxable and tax exempt \$100 Million, fixed rate. Bonds are secured solely by revenues from the project and requires a new indenture tailored to the transaction and includes both bond and disclosure services. Taxable - \$_____, additional charge if tax-exempt \$_____.

Scenario C: AIDEA Revolving Fund Bond taxable bond \$50 Million fixed rate. This assumes the bonds are secured by the revolving fund and issued under the current bond indenture. This scenario assumes the transaction documents are substantially similar to existing documents and includes both bond and disclosure services. Taxable - \$_____.

Scenario D: AIDEA Conduit Bond tax-exempt \$50 million fixed rate. This assumes the bonds are solely secured by revenues of the conduit borrower. Assume an existing indenture and this covers both bond and disclosure services. \$_____.

Scenario E: AIDEA Conduit Bond tax-exempt \$10 million, fixed rate. This assumes the bonds are solely secured by revenues of the conduit borrower. Assume a new indenture and this covers both bond and disclosure services. \$_____.