



October 2, 2014

**Alaska Industrial Development and Export Authority (AIDEA), and
Alaska Energy Authority (AEA)
Hereafter the “Authority, or the Authorities”
813 West Northern Lights Boulevard
Anchorage, AK 99503-2495**

Request for Proposals
RFP Number 2015-0800-2749

Performing Agreed Upon Procedures
and/or Other Auditing Services

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

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

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

The following statement is provided as an overview only, the scope of services is defined in Section 5 herein.

Auditing firm may be requested to perform due diligence investigation; perform other audit related tasks; perform reporting and miscellaneous accounting related services as required. The Auditor may be requested to assist the Authorities with scope planning. Another focus of this RFP is verifying Contracted rates are fair, responsible, and are within current market rates. Typically “fees” are related to professional and nonprofessional service type contracts.

TABLE OF CONTENTS

SECTION 1 INTRODUCTION AND INSTRUCTIONS	5
1.01 RETURN MAILING ADDRESS, CONTACT PERSON, TELEPHONE, FAX NUMBERS AND DEADLINE FOR RECEIPT OF PROPOSALS	5
1.02 CONTRACT TERM AND WORK SCHEDULE	5
1.03 PURPOSE OF THE RFP	5
1.04 BUDGET	6
1.05 LOCATION OF WORK	6
1.06 HUMAN TRAFFICKING	6
1.07 ASSISTANCE TO OFFERORS WITH A DISABILITY	6
1.08 REQUIRED REVIEW	6
1.09 QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS	6
1.10 ADDENDA	7
1.11 ALTERNATE PROPOSALS	7
1.12 RIGHT OF REJECTION	7
1.13 STATE NOT RESPONSIBLE FOR PREPARATION COSTS	7
1.14 DISCLOSURE OF PROPOSAL CONTENTS	7
1.15 SUBCONTRACTORS	7
1.16 JOINT VENTURES	8
1.17 OFFEROR'S CERTIFICATION	8
1.18 CONFLICT OF INTEREST	8
1.19 RIGHT TO INSPECT PLACE OF BUSINESS	9
1.20 SOLICITATION ADVERTISING	9
1.21 NEWS RELEASES	9
1.22 ASSIGNMENT	9
1.23 DISPUTES	9
1.24 SEVERABILITY	9
1.25 FEDERAL REQUIREMENTS - FEDERAL REQUIREMENTS ARE NOT APPLICABLE TO THIS SOLICITATION	9
SECTION 2 STANDARD PROPOSAL INFORMATION	10
2	10
2.01 AUTHORIZED SIGNATURE	10
2.02 PRE-PROPOSAL CONFERENCE - NONE	10
2.03 SITE INSPECTION - NONE	10
2.04 AMENDMENTS TO PROPOSALS	10
2.05 SUPPLEMENTAL TERMS AND CONDITIONS	10
2.06 CLARIFICATION OF OFFERS	10
2.07 DISCUSSIONS WITH OFFERORS	10
2.08 PRIOR EXPERIENCE	11
2.09 EVALUATION OF PROPOSALS	11
2.10 VENDOR TAX ID	11
2.11 F.O.B. POINT - DOES NOT APPLY TO THIS PROPOSAL.	11
2.12 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	11
2.13 APPLICATION OF PREFERENCES	12
2.14 5 PERCENT ALASKA BIDDER PREFERENCE AS 36.30.321(A), AS 36.30.990[25], & 2 AAC 12.260	12
2.15 5 PERCENT ALASKA VETERAN PREFERENCE AS 36.30.321(F)	13
2.16 FORMULA USED TO CONVERT COST TO POINTS AS 36.30.250 & 2 AAC 12.260	13
2.17 ALASKA OFFEROR PREFERENCE AS 36.30.321 & 2 AAC 12.260	14
2.18 CONTRACT NEGOTIATION	15
2.19 FAILURE TO NEGOTIATE	15
2.20 NOTICE OF INTENT TO AWARD (NIA) — OFFEROR NOTIFICATION OF SELECTION	15
2.21 PROTEST	15

3. SECTION 3 STANDARD CONTRACT INFORMATION	17
3.01 CONTRACT TYPE	17
3.02 CONTRACT APPROVAL	17
3.03 STANDARD CONTRACT PROVISIONS	17
3.04 PROPOSAL AS A PART OF THE CONTRACT	17
3.05 ADDITIONAL TERMS AND CONDITIONS AS REQUIRED.	17
3.06 INSURANCE REQUIREMENTS	17
3.07 BID BOND - PERFORMANCE BOND - SURETY DEPOSIT	18
3.08 CONTRACT FUNDING	18
3.09 PROPOSED PAYMENT PROCEDURES	18
3.10 CONTRACT PAYMENT.....	18
3.11 INFORMAL DEBRIEFING	18
3.12 CONTRACT PERSONNEL.....	18
3.13 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	18
3.14 TERMINATION FOR DEFAULT.....	19
3.15 LIQUIDATED DAMAGES	19
3.16 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS.....	19
3.17 CONTRACT INVALIDATION.....	19
3.18 NONDISCLOSURE AND CONFIDENTIALITY.....	19
4. SECTION 4 BACKGROUND INFORMATION	21
4.01 BACKGROUND INFORMATION	21
4.02 OTHER PERTINENT INFORMATION	21
5. SECTION 5 SCOPE OF WORK	22
5.01 SCOPE OF SERVICES	22
5.02 SCHEDULE.....	22
5.03 DELIVERABLES.....	22
6. SECTION 6 PROPOSAL FORMAT AND CONTENT	23
6.01 PROPOSAL FORMAT AND CONTENT	23
6.02 INTRODUCTION	23
6.03 UNDERSTANDING OF THE PROJECT	23
6.04 METHODOLOGY USED FOR THE PROJECT	23
6.05 MANAGEMENT PLAN FOR THE PROJECT	23
6.06 EXPERIENCE AND QUALIFICATIONS.....	23
6.07 COST PROPOSAL.....	24
6.08 EVALUATION CRITERIA.....	24
7. SECTION 7 EVALUATION CRITERIA AND CONTRACTOR SELECTION.....	25
7.01 UNDERSTANDING OF THE SCOPE OF SERVICES (5 PERCENT).....	25
7.02 METHODOLOGY USED FOR WORK 10 PERCENT)	25
7.03 PERSONNEL QUALIFICATIONS (10 PERCENT)	25
7.04 FIRM'S QUALIFICATIONS (25 PERCENT)	26
7.05 COST (40 PERCENT)	26
7.06 ALASKA OFFEROR PREFERENCE (10 PERCENT).....	27
ATTACHMENTS	27
ATTACHMENTS	27
8. APPENDIX A GENERAL PROVISIONS AND STANDARD CONTRACT TERMS	29
ARTICLE 1 DEFINITIONS.....	29
ARTICLE 2 INSPECTION AND REPORTS	29
ARTICLE 3 DISPUTES.....	29
ARTICLE 4 EQUAL EMPLOYMENT OPPORTUNITY	29

ARTICLE 5	TERMINATION	30
ARTICLE 6	NO ASSIGNMENT OR DELEGATION	30
ARTICLE 7	NO ADDITIONAL WORK OR MATERIAL	30
ARTICLE 8	INDEPENDENT CONTRACTOR	30
ARTICLE 9	PAYMENT OF TAXES	31
ARTICLE 10	OWNERSHIP OF DOCUMENTS.....	31
ARTICLE 11	GOVERNING LAW	31
ARTICLE 12	CONFLICTING PROVISIONS	31
ARTICLE 13	OFFICIALS NOT TO BENEFIT.....	31
ARTICLE 14	COVENANT AGAINST CONTINGENT FEES	31
ARTICLE 15	CONTRACT FOR SIMILAR SERVICES.....	31
ARTICLE 16	REVIEW OF APPLICATIONS	31
ARTICLE 17	CONFLICT OF INTEREST	32
ARTICLE 18	SUBCONTRACTORS	32
ARTICLE 19	INTEGRATION	32
9.	APPENDIX B INDEMNIFICATION & INSURANCE	33

SECTION 1 INTRODUCTION AND INSTRUCTIONS

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

Offerors must submit 4-copies, and 1-electronic version on a thumb drive or on a CD, to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) shall be addressed as follows:

AIDEA and AEA
Attention: Althea S. Clapp, Sr. Contracting Officer
Request for Proposal (RFP) Number: 2015-0800-2749
Project name: Performing Agreed upon Procedures and/or Other Auditing Services
MAILING 813 West Northern Lights Boulevard
CITY, Anchorage, AK 99503-2495

Proposals must be received no later **than 2:00 P.M., Alaska Time on October 30, 2014** Faxed, emailed, or oral proposals are not acceptable.

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

PROCUREMENT OFFICER: Althea S. Clapp – PHONE 907-771-3018 - FAX 907-771-3044

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

1.02 Contract Term and Work Schedule

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

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

The approximate contract schedule is as follows:

The initial period of performance is for a period of two-years (2), with the Authorities' option to renew the contract for four (4) additional one-year renewal options.

1.03 Purpose of the RFP

The purpose of this RFP is to award a multi-year term contract providing the Authorities with agreed upon procedures and auditing services, and to assist the Authorities on an as needed basis with regard to carrying out the Authorities' financial responsibilities as public corporations of the State of Alaska.

1.04 Budget

Authorities estimate a budget of between **\$50,000** and **\$250,000** dollars.

1.05 Location of Work

The work may be performed in Anchorage and at the Contractor's Firm, or at other locations as specified and/or required.

The Authorities do not plan to provide workspace for the contractor. The contractor must provide its own workspace.

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

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

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

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

1.06 Human Trafficking

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

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

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

1.07 Assistance to Offerors with a Disability

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

1.08 Required Review

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

1.09 Questions Received Prior to Opening of Proposals

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

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more

complex and may require a written amendment to the RFP. The procurement officer will make that decision.

1.10 Addenda

If addenda 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 after receiving the RFP from the State of Alaska Online Public Notice web site.

1.11 Alternate Proposals

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

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

1.12 Right of Rejection

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

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The state reserves the right to refrain from making an award if it determines that to be in its best interest. A proposal from a debarred or suspended offeror shall be rejected.

1.13 State Not Responsible for Preparation Costs

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

1.14 Disclosure of Proposal Contents

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

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

1.15 Subcontractors

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

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

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;

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

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

1.16 Joint Ventures -

Joint ventures will not be allowed.

1.17 Offeror's Certification

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

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

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

1.18 Conflict of Interest

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

1.19 Right to Inspect Place of Business

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

1.20 Solicitation Advertising

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

1.21 News Releases

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

1.22 Assignment

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

1.23 Disputes

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

1.24 Severability

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

1.25 Federal Requirements - Federal requirements are not applicable to this solicitation.

SECTION 2

STANDARD PROPOSAL INFORMATION

2.01 Authorized Signature

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

2.02 Pre-proposal Conference - None.

2.03 Site Inspection - None.

2.04 Amendments to Proposals

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

2.05 Supplemental Terms and Conditions

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

- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- b) if The Authorities' 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 an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

2.07 Discussions with Offerors

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

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

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

2.08 Prior Experience

Offeror's who are interested in responding to this solicitation must demonstrate in their proposal they meet the following minimum requirements:

1. Offeror shall be in compliance with 2.12 Alaska Business License
2. Minimum of five (5) years of experience in providing services to public entities;
3. Submit a proposal as requested herein.
4. Offeror shall be current and in good standing with all industry specific required licenses, training, certifications, peer review and/or any applicable standards.

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

2.09 Evaluation of Proposals

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

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

2.10 Vendor Tax ID

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

2.11 F.O.B. Point - Does not apply to this proposal.

2.12 Alaska Business License and Other Required Licenses

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

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

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

- (f) fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- (g) liquor licenses issued by Alaska Department of Revenue for alcohol sales only,

- (h) insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- (i) Mining licenses issued by Alaska Department of Revenue.

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

2.13 Application of Preferences

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

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

Alaska Products Preference - AS 36.30.332

Recycled Products Preference - AS 36.30.337

Local Agriculture and Fisheries Products Preference - AS 36.15.050

Employment Program Preference - AS 36.30.321(b)

Alaskans with Disabilities Preference - AS 36.30.321(d)

Alaska Veteran's Preference - AS 36.30.321(f)

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

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

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

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

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

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

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

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

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

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

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

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

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

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

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

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

[STEP 2]

Convert cost to points using this formula.

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

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

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

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

Offeror #3 receives 33.7 points.

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

2.17 Alaska Offeror Preference AS 36.30.321 & 2 AAC 12.260

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

EXAMPLE

Alaska Offeror Preference

[STEP 1]

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

Total number of points available - 100 Points

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

[STEP 2]

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

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

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

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

Offeror #3 is awarded the contract.

2.18 Contract Negotiation

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

2.19 Failure to Negotiate

If the selected offeror

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

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

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

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

2.21 Protest

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

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

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

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

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

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

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

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

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

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

SECTION 3

STANDARD CONTRACT INFORMATION

3.01 Contract Type

Contract awarded through this RFP shall be non-guaranteed term contract. The initial term of the contract is 2-years from contract award, with 4 additional 1-year renewal options. The total dollar amount of said contract is estimated not-to-exceed \$250,000.

The Authority upon mutual agreement with the Contractor agree to (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 Authorities makes no guarantee as to the amount of work that will be available during the life of the contract. Work shall be requested from the contractor on an as needed basis using The Authorities' Notice to Proceed (NTP) process outlined within this RFP. Extensions to previously authorized NTP(s) may be granted by the Authorities to ensure authorized work is satisfactorily completed; however, no new work (no new NTPs) may be assigned or undertaken past the life of the contract. The Authorities reserves the right to assign NTP's issued under an expiring contract to a new contract provide the new contract is to the same Contractor and the new contracts scope of services addresses the same services being provided within the NTP. The Authorities may assign the NTPs to a new contractor if it is in the best interest of the Authorities, or cancel the NTPs in their entirety.

3.02 Contract Approval

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

3.03 Standard Contract Provisions

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

3.04 Proposal as a Part of the Contract

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

3.05 Additional Terms and Conditions as Required.

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

3.06 Insurance Requirements

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

The successful offeror must secure the insurance coverage required by the Authorities. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide

evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract. Reference Appendix B Indemnification and Insurance herein.

3.07 Bid Bond - Performance Bond - Surety Deposit

Bid Bond – Surety Deposit is not applicable.

3.08 Contract Funding

The total contract not to exceed amount (including all renewal options) is not to exceed a total contract authorization amount of \$250,000 including all labor and expenses. The Authorities makes no guarantee to any minimum or maximum amount of work that the contractor may perform under this contract or any subsequent renewal options exercised and is limited to the lawful appropriations for each fiscal year. The Authorities shall issue Notices to Proceed (NTP) to authorize work against the contract.

3.09 Proposed Payment Procedures

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

3.10 Contract Payment

The Authorities makes no guarantee as to the amount of work that will be available during the life of the contract. Work shall be requested from the contractor on an as needed basis using the Authorities' Notice to Proceed (NTP) process outlined within this RFP. Extensions to previously authorized NTP(s) may be granted by the Authorities to ensure authorized work is satisfactorily completed; however, no new work (no new NTPs) may be assigned or undertaken past the life of the contract. The Authorities reserves the right to assign NTP's issued under an expiring contract to a new contract provide the new contract is to the same Contractor and the new contracts scope of services addresses the same services being provided within the NTP. The Authorities may assign the NTPs to a new contractor if it is in the best interest of the Authorities, or cancel the NTPs in their entirety.

Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract.

The Authorities 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.

3.11 Informal Debriefing

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

3.12 Contract Personnel

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

3.13 Inspection & Modification - Reimbursement for Unacceptable Deliverables

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

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

3.14 Termination for Default

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

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached.

3.15 Liquidated Damages

Liquidated damages are not applicable.

3.16 Contract Changes - Unanticipated Amendments

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

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

3.17 Contract Invalidation

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

3.18 Nondisclosure and Confidentiality

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

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

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

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

SECTION 4

BACKGROUND INFORMATION

4.01 Background Information

AIDEA and AEA are component units of the State of Alaska, constituting political subdivisions within the Department of Commerce, Community and Economic Development but each with separate and independent legal existence. AIDEA and AEA are governed by a Board of Directors consisting of five members of the general-public appointed by the Governor and two ex-officio members, the Commissioner of Commerce, Community and Economic Development, and the Commissioner of Revenue. The Board of Directors for AIDEA serves as the Board of Directors for AEA. AIDEA provides personnel services for AEA and has a borrowing arrangement to provide working capital funds to AEA. 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.

AIDEA's Mission and Authority: The primary mission of AIDEA is to promote, develop and advance economic growth and diversification in Alaska by providing various means of financing and investment. AIDEA has the ability to own and operate projects that help to accomplish its mission.

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

4.02 Other Pertinent Information

The Authorities have and will continue to engage in many contracts of varied nature and terms. It is the desire of the Authorities to perform on an as needed basis, independent analysis related to contract compliance of terms and/or conditions; analysis, review, and comment on terms; conditions; fees; or other agreed upon work products that would customarily be performed by an independent accounting firm. In order to perform this type of work, the Authorities would like to enter into a Professional Services type agreement with a Firm who has the capacity and capability to perform this work and report back to the Authorities.

SECTION 5 SCOPE OF WORK

5.01 Scope of Services

The Authorities contract with a recognized independent accounting firm, who has the capacity and capability of performing agreed upon procedures and/or other auditing services.

The successful Contractor shall:

- Perform and prepare audit reports, and/or other agreed upon work and reports;
- Perform due diligence investigations if requested;
- Perform other audit, accounting, and/or analysis related services as required;
- The Authorities shall depend on the Contractor to assist with scope planning;
- Contractor may be asked to verify that the Authorities' contracted rates are fair, responsible, and are within market rates;
- Contractor may be requested to verify and/or comment on a contract's indirect cost fees.

Work shall be conducted in accordance with applicable authoritative industry guidance and the Authorities' applicable guidances.

5.02 Schedule

Work is to be conducted on an as need basis, and work shall be authorized by individual notice-to-proceed (NTP) authorizations.

5.03 Deliverables

- Contractor shall provide the Authorities with a report of findings in a form agreed to.
- Contractor shall be available to assist the Authorities with an action plan if so indicated.
- Schedule will be defined by NTP.

SECTION 6

PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format and Content

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

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

Interested parties are to provide a restatement of the scope of work in the Contractors words.

6.02 Introduction

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal. Include a statement regarding your firm qualification for the Alaska preferences.

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

6.03 Understanding of the Project

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the scope of services.

6.04 Methodology Used for the Project

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

6.05 Management Plan for the Project

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

6.06 Experience and Qualifications

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

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

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

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

6.07 Cost Proposal

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. Offerors shall complete costs for the two scenarios which are included in Section Seven herein.

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.

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

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

SECTION 7 EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED
TO SCORE THIS PROPOSAL IS 100 X the number of evaluators

Description	Weight
Understanding of the Scope of Services	5
Methodology Used for work	10
Personnel Qualifications	10
Firm's Qualifications	25
Cost	40
Alaska Offeror Preference	10
Total	100

7.01 Understanding of the Scope of Services (5 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] To what degree has the offeror demonstrated an understanding of the deliverables the Authorities expects it to provide?
- [d] Has the Offeror demonstrated an understanding of the Authorities' time schedule and can meet it?

7.02 Methodology Used for Work 10 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- [b] How well does the methodology match and achieve the objectives set out in the RFP?
- [c] Does the methodology interface with the time schedule in the RFP?
- [d] To what extent has the offeror identified potential problems?

7.03 Personnel Qualifications (10 Percent)

Proposals will be evaluated against the questions set out below:

Questions regarding the personnel:

- Do the individuals assigned to the project have experience on similar projects?
- Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- How extensive is the applicable education and experience of the personnel designated to work on the project?

7.04 Firm's Qualifications (25 Percent)

Proposals will be evaluated against the questions set out below:

Questions regarding the Firm:

- How well has the firm demonstrated experience in completing similar projects on time and within budget?
- How successful is the general history of the firm regarding timely and successful completion of projects?
- Has the firm provided letters of reference from previous clients?
- If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

7.05 Cost (40 Percent)

40% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

Cost proposals must include fully loaded billable hourly rates for key personnel who would be assigned to a contract.

Travel Expenses - Contractor's employees on travel status will be compensated for food and lodging expenses in accordance with the State of Alaska Admin Manual for Travel (AAM 60 Sections 200, 220, 240, 250, and 260). In determining M&IE Rates contractors will use the XE schedules. Links to current State of Alaska Travel policy can be found at <http://doa.alaska.gov/dof/travel/index.html> Click on AAM60 for a Page 15 of 34 direct link to the Admin Manual. A direct link to the State of Alaska Per Diem Rates as of 7/1/2011 can be found at: <http://doa.alaska.gov/dof/travel/resource/rates.pdf> .

Offerors shall complete costs for the following 2 scenarios:

Scenario 1 = 20%

Based on your billable rates, provide a detailed proposal with a pre-established set 150 hours allocated for specific duties to review and report on an indirect rate being charged against revenues being generated by an asset owned by AIDEA, leased to a third party. Assume allowability requires examination. Assume third party has 12-costs they're recovering, assume entity has multiple subsidiaries in multiple states being charged based upon total revenues and total payroll across the components. Assume \$20-million is being allocated. This information will be used to present a proposed in direct rate.

Scenario 2 = 20%

Based on your billable rates, provide a detailed proposal for a grant compliance audit for the Alaska Energy Authority for a grant authorized under AS 42.45. AEA grants utilize a variety of state and federal funding sources for energy project construction and management activities. The objective of the programs are to fund projects that improve cost-savings, energy efficiency, safety and reliability of electric energy systems, bulk fuel storage facilities and waste heat systems in rural Alaska. Under this scenario, the audit scope is a verification that the grant funds were expended as specified in the grant agreement in accordance with authorizing legislation, statutes, and regulation. Suggested audit procedures include a review of the grant agreement and related records to determine if the funds were expended in accordance with the terms of the agreement. Onsite review is assumed for review of records and asset verification. The audit is assumed to take 120 hours. Further assume the location is a rural community, North Prince of Wales Island Alaska; an Intertie Construction Project; the project value is \$6,155,000; and that it is a multi-year capital construction project. Your cost should include the cost to deliver a written report to management that details the scope of services to perform the review and deliver the results of the review.

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 2.16.

7.06 Alaska Offeror Preference (10 Percent)

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

ATTACHMENTS

Attachments

1. Standard Agreement Form
2. Appendix A – Contract Terms and Conditions
3. Appendix B - Insurance

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

1. Agency Contract Number		2. ASPS Number	3. Financial	4. Agency Assigned
5. Vendor Email address		6. Telephone Number		7. Alaska Business License Number
8. Alaska Industrial Development and Export Authorities (AIDEA) and Alaska Energy Authorities (The Authorities)			hereafter the Authorities, and	
9. Contractor SAMPLE			hereafter the Contractor	
Mailing Address				
<p>10.</p> <p>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: 2.1 Appendix A General Provisions and Standard Contract Terms. 2.2 Appendix B sets forth the liability and insurance provisions of this contract. 2.3 Appendix C sets forth the services to be performed by the Contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____, with four additional one-year renewal options based on the sole discretion of the Authorities.</p> <p>ARTICLE 4. Considerations: 4.1 In full consideration of the Contractor's performance under this contract, the Authorities shall pay the Contractor a sum not to exceed \$250,000.00 in accordance with the provisions of Appendix D. 4.2 When billing the Authorities, the Contractor shall refer to the Agency Contract Number and send the billing to the owner (#11).</p>				
<p>11. Owner Accounting Department (the Authoritiespayables@aidea.org) Alaska Industrial Development and Export Authorities (AIDEA) and Alaska Energy Authorities (THE AUTHORITIES) 813 West Northern Lights Blvd, Anchorage, AK 99503-2495</p>			<p>14.CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.</p>	
12. CONTRACTOR				
Name of Firm				
Signature of Authorized Representative		Date		
Typed or Printed Name of Authorized Representative				
Title				
13. AUTHORITIES			15. Signature	
Michael Lamb				
Deputy Director – Finance and Operations			Typed or Printed Name Althea S. Clapp, Sr. Contracting Officer	

NOTICE: This contract has no effect until signed by the head of Authorities or designee.

APPENDIX A GENERAL PROVISIONS AND STANDARD CONTRACT TERMS

Article 1 Definitions

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

Article 2 Inspection and Reports

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

Article 3 Disputes

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

Article 4 Equal Employment Opportunity

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

- 4.4 The Contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "Contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The Contractor shall cooperate fully with State efforts that seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the Contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the Contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of the contract.

Article 5 Termination

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

Article 6 No Assignment or Delegation

The Contractor may not assign, novate, or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Authorities.

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 Authorities 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 Authorities under this contract.

Article 10 Ownership of Documents

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this contract for the Authorities or delivered to the Authorities are produced for hire and remain the sole property of the Authorities and may be used by the Authorities for any other purpose without additional compensation to the Contractor. The Contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The Contractor, for a period of three years after final payment under this contract, shall furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the Contractor may retain copies of all the materials.

Article 11 Governing Law

This contract is governed by the laws of the State of Alaska. Subject to the dispute resolution process provided for in Article 3 above, all actions concerning this contract shall be brought in the Superior Court of the State of Alaska and not elsewhere. The Contractor consents to the jurisdiction of the Superior Court of the State of Alaska.

Article 12 Conflicting Provisions

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

Article 13 Officials Not to Benefit

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

Article 14 Covenant against Contingent Fees

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

Article 15 Contract for Similar Services

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

Article 16 Review of Applications

The Contractor will be excluded from reviewing applications where in the judgment of the Authorities there is an appearance or actual conflict of interest.

Article 17 Conflict of Interest

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

Article 18 Subcontractors

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

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

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

Article 19 Integration

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

Appendix B INDEMNIFICATION & INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

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

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

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

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

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

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	(Revised 12-11)