



**Request for Proposals 15002
For
Building Energy Audits
For Alaska Mental Health Trust Buildings**

DOA RFP #2015-0800-2814

IMPORTANT

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

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

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

**Attention
Michele Hope
Contracting Officer**

**E-mail mhope@aidea.org
Phone (907) 771-3036**



**Request for Proposals 15002
For
Building Energy Audits
For Alaska Mental Health Trust Buildings**

Offers shall be received at: Alaska Energy Authority (AEA or the Authority)
813 West Northern Lights Boulevard
Anchorage, Alaska 99503-2495

The approximate contract schedule is as follows:

RFP Issued	October 14, 2014
RFP Closing Date	RFPs shall be delivered to AEA prior to 2:00 p.m. November 4, 2014
RFPs will be evaluated by a committee of AEA personnel.	

Sealed proposals will be received until 2:00 p.m. local time November 4, 2014 submit **4-copies and 1-disk or thumb drive** in a sealed envelope or package used to submit your firm's offer which is plainly marked with the following information:

1. Offeror's Name –Your Firm's Name
2. Sealed Offerors - RFP 15002 – Building Auditors
3. Date and Time Scheduled for Receipt of Offers. November 4, 2014
4. Attn: Michele Hope

A committee appointed by the Procurement Officer shall rank the proposals in accordance with the award criteria herein. Alaska Energy Authority (AEA) may award a contract or contracts resulting from this solicitation to the responsible Offeror or Offerors whose offer conforming to this solicitation will be most advantageous to the Authority. The Authority may reject any or all offers, if such action is in the best interest of AEA, and waive informalities and minor irregularities in offers received.

Please direct all responses to this solicitation and/or questions concerning this Request for Proposal to me.

Sincerely,

Michele Hope

Michele Hope
Contracting Officer
Telephone 907-771-3018
Fax 907-771-3044
E-mail mhope@aidea.org

1. SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 Contract Term and Work Schedule

The contract term and work schedule set out herein represents AEA's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days.

AEA anticipates that work will be complete within five months, as outlined below, but will consider modifications to the timeline to accommodate the needs of the owners/operators of the buildings being audited. The period of performance is for a period shall not exceed of one year.

Timeline:

1. November 28, 2014 – Contract(s) award issued
2. December 31, 2014 – All building audits scheduled (confirmed in writing to AEA)
3. March 31, 2015 – Buildings audits complete
4. April 30, 2015 – Submit all required reporting to AEA

Unless otherwise provided in this RFP, AEA, 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.

1.02 Purpose of the RFP

The AEA is soliciting proposals for one or more consultants to assist AEA in performing ASHRAE Level II energy audit or better for 17 non-residential buildings located in Anchorage, Fairbanks, Juneau, Sitka, Soldotna and Seward. Offerors may submit applications to do work only in specific regions or communities or may indicate willingness to travel. The buildings have been selected by the Department of Health and Social Services and house organizations that provide services to beneficiaries of the Alaska Mental Health Trust.

Following the on-site energy audit, the auditor will prepare an energy audit report for the building owner and send a copy to AEA. The energy audit report will include a written report of recommended energy efficiency measures (EEM) and energy conservation measures (ECM). The energy audit will be equivalent to an ASHRAE level II audit or better, meaning that the report will list specific EEMs and ECMs and how cost effective each is. The audit will also include energy use benchmarking using past years' energy utility data, submitted on the benchmarking form provided by AEA, to compare the building's energy use against itself and against similar buildings.

Offerors should anticipate work from approximately November 2014 through April 2015. The amount of work is dependent upon on the number of qualified offerors.

1.03 Budget

This one time budget is \$125,000. AEA estimates \$3,000-\$7,000 per building depending on the location, size and complexity of the building. AEA may award to one or more firms to complete work.

1.04 Location of Work

Authority's office building located at 813 West Northern Lights Blvd, Anchorage, AK 99503, parking is located off 27th Street, where conference rooms are available for meetings related to this program. The Authority will not provide workspace for the contractor. Contractors are responsible for their own workspace.

1.05 Human Trafficking

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

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

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

1.06 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.

1.07 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 deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

1.08 Questions Received Prior to Deadline for Receipt of Proposals

All questions must be in writing and directed to the issuing office, addressed to the procurement officer no later than five (5) days prior to the due date. 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.

1.09 Addenda

If an 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 AEA Online Public Notice web site.

1.10 Alternate Proposals

Offerors may only submit one proposal for evaluation.

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

1.11 Right of Rejection

Offerors must comply with all of the terms of the RFP, AEA Procurement Code (AS 36.30), and all applicable local, AEA, 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 AEA. 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.

Minor informalities that:

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

AEA 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.**1.12 AEA Not Responsible for Preparation Costs**

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

1.13 Disclosure of Proposal Contents

All proposals and other material submitted become the property of AEA and may be returned only at AEA'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. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

1.14 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 AEA'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) subcontractor must hold a valid Alaska business license at the time award; 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 AEA 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 AEA.

1.15 Joint Ventures - Joint ventures will not be allowed.

1.16 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) the offers will remain open and valid for at least 90 days; and
- (h) 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, AEA reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

1.17 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 AEA or formerly employed by AEA within the past two years) and, if so, the nature of that conflict. The Commissioner of Alaska Department of Commerce, Community and Economic Development 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.

1.18 Right to Inspect Place of Business

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

1.19 Solicitation Advertising

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

1.20 News Releases

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

1.21 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.

1.22 Disputes

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with AEA by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of Alaska and not elsewhere.

1.23 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.

2. SECTION TWO

Standard Proposal Information

2.1 Addenda to Proposals

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

2.2 Supplemental Terms and Conditions

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

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

2.3 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 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 proposal evaluation committee may be adjusted, as a result of a clarification under this section.

2.4 Discussions with Offerors

The Authority 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 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.

2.5 Prior Experience

Audit firms or energy auditors are required to have at least one of the following licenses/certifications for the staff conducting the audit and/or the project manager:

- PE (Professional Engineer) with at least two years' experience conducting building energy audits.
- CEA (Certified Energy Auditor, by the Association of Energy Engineers), with at least two years' experience conducting building energy audits.
- CEM (Certified Energy Manager, by the Association of Energy Engineers), with at least two years' experience conducting building energy audits.

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.

2.6 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 this RFP.

After receipt of proposals, if there is a need for 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.

2.7 Vendor Tax ID

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

2.8 Alaska Business License and Other Required Licenses

A valid Alaska business license and the necessary applicable professional licenses required by Alaska Statute are required prior to the award of a contract. For more information on these licenses, contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business and Professional Licensing, P.O. Box 11086, Juneau, Alaska 99811-0806. Telephone (907) 465-2534, www.dced.state.ak.us/occ/home.htm.

2.9 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 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 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. Offerors must attach a copy of their certification letter to the proposal. The Offeror's failure to provide the certification letter mentioned above with the proposal will cause the state to disallow the preference.

2.10 5-Percent Alaska Bidder Preference

An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be applied to the cost of Offeror 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 Offeror, or an employee of the Offeror, 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 AS 32.05 or AS 32.11 and all partners are residents of the state; and
- (e) 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 Offeror is eligible to receive the Alaska Bidder Preference.

2.11 Formula Used to Convert Cost to Points

The distribution of points based on cost will be determined as follows per AS 36.30.040, .210, .250, and 2 AAC 12.260 (d). The lowest priced proposal receives the maximum number of points allocated to price. Cost is determined by this formula:

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

Alaska Offeror Preference AS 36.30.250 & 2 AAC 12.260

3 AAC 12.260(e) provides Alaska Offerors 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 Alaskan Offeror. Each Alaskan Offeror will receive 10 percent of the total available points added to their evaluation score as a preference.

2.12 Evaluation Criteria Ranking

Firms will be ranked using the following qualitative rating factors for each RFP criteria:

5 Outstanding	2 Fair
4 Excellent	1 Poor
3 Good	0 Unsatisfactory

The rating factor for each criteria category will be multiplied against the weighted criteria available to determine the total points for that category. See Section Five (5) for additional cost evaluation criteria.

2.13 Contract Negotiation

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. **Contract negotiations may be held at the Alaska Energy Authority, 813 West Northern Lights Boulevard, Anchorage, AK 99503. (2 AAC 12.315 Contract Negotiations)**

2.14 Failure to Negotiate

If the selected Offeror

- a) fails to provide the information required to begin negotiations in a timely manner; or
- b) fails to negotiate in good faith; or
- c) indicates they cannot perform the contract within the budgeted funds available for the project;
- d) if the Offeror and the Authority, after a good faith effort, simply cannot come to terms, the Authority may terminate negotiations with the Offeror initially selected and commence negotiations with the next highest ranked Offeror.

2.15 Notice of Intent to Award (NIA), Offeror Notification of Selection

After the completion of contract negotiations, 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.

2.16 Protest

In accordance with AS 36.30.560, an interested party may protest an award of contract or the proposed award of a contract, or a solicitation by an agency. The protest received in writing at the address below within ten (10) calendar days after the date on the Notice of Intent to Award.

Mr. Tom Erickson., Chief Procurement Officer
Alaska Industrial Development and Export Authority
813 West Northern Lights Boulevard
Anchorage, Alaska 99503
Facsimile: (907) 771-3044

The protest must include the following information:

1. The name, address, and telephone number of the protester;
2. The signature of the protester or the protester's representative;
3. Identification of the contracting agency and the solicitation or contract at issue;
4. A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
5. The form of relief requested.

Protests filed by telex or telegrams are not acceptable because they do not contain a signature. Fax copies of the protest containing a signature are acceptable. The Authority will notify all Offerors upon receipt of a protest. Review of protests, decisions of the procurement officer, hearings and appeals are in accordance with AS 36.30, the State Procurement Code, and Article 8 "Legal and Contractual Remedies."

3 SECTION THREE SCOPE OF WORK

Background Information

Funding for this procurement is made available through state of Alaska Department of Health and Social Services. Funds will provide energy efficiency audits to organizations that provide services to beneficiaries of the Alaska Mental Health Trust.

Conflicts of Interest

If a consultant has provided assistance to any grantee in preparation of their grant application, they must disclose the name of the applicant(s) in their response to this request. Having assisted an applicant or applicants may not disqualify a consultant from participating in the evaluation process. However, consultant(s) will not be allowed to evaluate applicants that it assisted in preparing their response to the AEA for funding. AEA may limit a consultant's involvement in review of other applications to avoid the appearance of or actual conflicts of interests.

Scope of Work

Consultant(s) will be able meet an ASHRAE level II commercial energy audit standard with qualified staff as well as:

1. Energy Use History and Benchmarking:

Provide energy use history for at least two years prior to the audit date, and preferably more. This energy data must be entered on the provided energy benchmarking form.

2. Audit and Document All Major Building Systems in Narrative Report

The energy audit must consider each of the following major systems of buildings.

- a. Heating system, ventilation system, and/or air conditioning
- b. Lighting (indoor and outdoor; equipment and controls; lighting level and distribution; and an assessment of after-hours lighting)
- c. Electrical equipment (motors, pumps, equipment, plug loads, appliances)
- d. Specialized equipment (walk-in freezers, kitchen equipment, fan hoods, compressed air systems, etc.)
- e. Domestic water heating
- f. Building envelope
- g. Energy conservation: Employee or building user behavior

For each piece of the above building systems audited, the auditor must provide a description of the existing status including brand names, model numbers, faceplate information, Wattage, observed hours of operation, R-value, measured or estimated load factor for motors, age, condition, or any other relevant information that is observed specific for that type of equipment. For systems where an energy efficiency measure is recommended, a description of the recommended measure and its estimated cost should be included. Enough information should be provided such that the building owner can easily take the next step toward implementation. In some cases such as retrofitting lighting, specifications should be provided, such as recommended brand, model, Wattage, etc. and its approximate cost. For more complex recommendations such as a major HVAC retrofit to a digital energy management control system, it may not be possible to specify the entire project, however, the building owner should gain enough information in the energy audit report to pursue more detailed bids for the work.

In addition to the typical major systems assessments common in commercial energy audits, auditors under this program are required to examine and report on three sometimes overlooked energy efficiency opportunities:

1. After-Hours

Auditors shall observe the building's usage during hours of operation and during after-hours to determine whether energy savings opportunities exist after hours. The use of lighting and occupancy data loggers is recommended to "observe" sections of the building during evening hours. Watt Stopper IntelliTimer® Pro Occupancy and Light Logger, or similar, provides convenient data logging and analysis software.

2. Energy Conservation

Auditors shall learn about the human factors of energy use in the building and prescribe energy conservation measures. Auditors shall provide hands-on training/education to building users in conjunction with the building's contact and/or energy team. If auditors are not familiar with or comfortable addressing the human factors and the behavior change components, AEA recommends sub-contracting that service to local organizations that can offer these services.

3. Plug Loads

Auditors shall observe, measure and/or record energy use patterns of relatively smaller plug loads such as computers, printers, coffee makers, vending machines, domestic refrigerators, electronics, etc., and prescribe EEMs or ECMs to reduce their energy usage. Data logging can be obtained using Watt's Up Pro Power Analyzers, or similar. Auditors shall include data logs (in Excel) or findings from each plug load tested in order for AEA to compile a database of findings to make recommendations in the future. Include the name, model number, year, and other relevant information for the equipment tested.

This narrative section of the audit report may take any format preferred by the auditor so long as it includes the required elements. Where recommendations are made, these narrative sections shall tie by number to the Summary of Recommendations Report.

3. Photographs

Photographs provide good information to the client and shall be included in the audit report. Please include at least one exterior photograph of the building.

Deliverables

At a minimum, contractors shall provide at a minimum the following:

- 1.) **Energy Audit Report:** An energy audit report documenting and providing details on findings of the on-site energy audit must be provided to the customer and to AEA. The report may be in the auditor's preferred format and style, and shall contain enough detail so the customer understands the recommendations and has enough information to make the recommended improvements. The report shall provide multiple options for some of the recommended measures. In the event that multiple options are given in the report, please indicate the most likely outcome in the Audit Report Summary. This report shall be submitted in PDF format.
- 2.) **Audit Report Summary:** This Excel spreadsheet contains sections for building information, utility bill history, and a summary of recommendations section. The summary of recommendations section contains one row for every energy efficiency measure recommendation, including estimated implementation cost, energy savings, cost savings, simple payback, and similar information to inform the building owner's decision making process regarding implementation. Auditors are required to complete this form and email it to AEA.
- 3.) **Benchmarking Form:** This Excel spreadsheet contains general building information and characteristics that will be used to standardize entry into the Alaska Retrofit Information System (ARIS). Auditors are required to complete this form and email to AEA at the same time the energy audit report and the report summary are submitted.
- 4.) **Supporting Materials:** The auditor shall submit to AEA any supporting materials used to support the energy audit findings such as AkWarm files, data log files, and calculations spreadsheets that support the findings.

Contract Term

The period of performance shall be for 12 months [1-year].

Unless otherwise provided in this RFP, AEA 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 contract may expire on its own without written notification.

The Work Order Process

The Consultant must be available to complete assigned tasks. Work may be negotiated on a lump sum or an hourly rate with a not-to-exceed price per work order. It is AEA's intent to follow a process that will provide for a cost effective and efficient means to accomplish the work required.

AEA will use the following work order assignment process:

- 1) After identifying a need for a project AEA's Project Manager will submit a request to the consultant by e-mail describing the task(s) to be completed. Each request will:
 - a. Identify the tasks to be completed.
 - b. Identify anticipated deliverables.
 - c. Provide a deadline for completion of the task(s).
 - d. Provide a deadline for submission of the work order proposal.
- 2) Within the time frame identified in the work order request, the consultant will provide a written (e-mail may be sufficient) proposal that includes:
 - a. Concurrence with the plan and deliverables or an alternate plan and deliverables.
 - b. Estimated time involvement of key individuals.
 - c. A list of any proposed subcontractors and the work they will be doing.
 - d. A proposed work schedule identifying any critical decision points and expectations the contractor may have for AEA for review or participation.
 - e. A cost proposal to complete the work order that includes estimates of all labor, transportation, materials, and expenses to complete the project and fixed cost price or an estimated not-to-exceed price based on the number of hours for the project as proposed.
- 3) Upon receipt of the proposal AEA will review the proposal with the consultant and either accept the proposal as offered or negotiate as needed to assure a mutual understanding of the work requested and resources needed to accomplish the necessary tasks.
- 4) The final work order scope, terms, schedule, and cost will be agreed to in writing by both parties and AEA will issue a written notice to proceed (NTP) with the work order (by fax or e-mail)

Other Terms and Conditions

- 1) AEA may contract for similar services from other Consultants during the term of the agreement.

4 SECTION FOUR PROPOSAL FORMAT AND CONTENT

4.1 Proposal Format and Content

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

Format

- No plastic or cardstock Covers, Proposal should begin with the cover letter.
- No comb or spiral binding
- Limit your proposal to 10-pages (one sided)

4.2 Introduction (Cover Letter)

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

Proposals must confirm that the Offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposal 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.

4.3 Pricing Schedule and Cost Proposal

Offerors are required to submit a detailed list of key personnel and their billable hourly rates for each position listed.

The hourly billable rates specified for each position must include, and are not limited to: all profit, overhead, markups, taxes, fringe benefits, and any other costs associated with maintaining an office and staff to perform the Scope of Work.

IRS Publication 15 defines Fringe Benefits.

Offerors should also provide a brief discussion of any anticipated variable costs associated with this contract and recommend steps or actions AEA and the Offeror could take to manage costs.

Include any other proposed payment terms or conditions that may be different than those indicated in this RFP such as standard or proposed terms for administering price increases during contract renewals. Reference Section 5.2 for additional information.

4.4 Personnel & Firm Qualifications, Experience

Include a brief statement of qualifications:

- Key personnel designated to perform the work under this RFP;
- List key partners or subcontractors, their role and involvement in the work;
- Include a statement of expected availability of key personnel over the term of the contract;
- AEA understands that smaller firms may have some overlap of duties and therefore one person may have more than one job function;
- Please use your job titles and include a brief description.
- Include brief Resumes of key personnel should include:
 - Education including current certifications and professional memberships.
 - Work history with reference names and phone numbers.
 - A listing of specific projects they were involved in and their role in the project.

Discuss in a brief narrative no more than three (3) projects similar to RFP that you or your partners have completed in the last 5 years. Include the following:

- Provide a brief description of the type of project, tasks, and deliverables.
- List the names of key individuals involved in the project.
- Did your firm meet the Project schedule?
- Did your firm deliver within budget?
- Client's name, its address, current telephone number, and contact person who can respond to queries concerning their experience with the Offeror's firm.

4.5 Understanding of the Commitment

- Include a brief discussion of your understanding of the services required, your relevant experience working with organizations similar to AEA. Provide a brief summary of how you believe you meet the minimum Contractor requirements listed in section 1.2. Discuss similarities and differences between working for AEA and other clients you may have worked for within the last five (5) years. Describe any cost savings or efficiencies that your firm may have implemented in the performance of past contracts similar to this one.
- Discuss any possible conflicts, actual or perceived that could arise during the performance of work for AEA that may limit the scope of what you would be able to do for the Authority.

5 SECTION FIVE EVALUATION CRITERIA AND CONTRACTOR SELECTION

The total number of points used to score this proposal is 100; and Proposals are evaluated against the questions set out below:

Cost	40%
Qualifications and Relevant Experience	30%
Understanding	20%
Alaska Offeror Preference	10%
Total	100%

5.1 Evaluation Process

All responsive proposals received will be reviewed and evaluated by a committee made up of Authority representatives or staff. Other representatives may be added as appropriate, provided the Evaluation Committee is made up of at least the designated Procurement Officer and two employees in accordance with 2 AAC 12.260. Each member shall exercise independent judgment, and all member's votes and/or scores are considered equal, no member's weighted score will have more influence than any other member.

The Proposals are evaluated and scored in a manner that avoids disclosure of contents to competing Offerors during the evaluation and negotiation process.

Proposals will be reviewed for the following minimum responsiveness requirements and the minimum requirements include:

- Was the proposal received by the deadline for receipt of proposals?
- Does the Offeror demonstrate they meet the minimum experience and qualifications requirements of Section 2.5?

Proposals that fail to meet these requirements will be rejected as non-responsive and will not be evaluated. The Evaluation Committee will evaluate the remaining proposals based on the evaluation criteria and weighting listed in this section.

The Evaluation Committee may select a vendor for negotiations based on the first look and evaluation of proposals. However, if the committee desires, they may request additional information for the purpose of clarification (Section 2.3), or develop a list of proposals reasonably susceptible for award, or request best and final offers. Re-evaluation of proposals after discussions will be conducted by the same Evaluation Committee using the same criteria and weights laid out in this section.

In accordance with AS 36.30.240, vendors reasonably susceptible of being selected for award will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals.

5.2 40% Cost Factors

40% weighted criteria will be divided into two parts;

(1) Offeror shall provide current billable wage schedule for all staff and subcontractors' staff showing the loaded labor rates (by job title and class), who may be reimbursed under contract.

(2) In addition, for the purposes of evaluating costs, Offerors shall provide a lump sum amount to deliver the following scenario.

Scenario: Contractor has been requested by AEA to deliver the following:
 ASHRAE level II energy audit on two (2) buildings in the community of Sitka, Alaska. Building 1 is a 10,000 sq. ft. two story office building. Building 2 is a 20,000 sq. ft. elementary school. Please include all costs, i.e. fully loaded rates, travel, and the cost of deliverables your firm would provide for this type of energy audit.

Lump Sum \$ _____

Proposed billable hourly rates become a part of the contract(s) awarded resulting from this solicitation.

- a) Direct expenses as appropriate for any in-house equipment: equipment, travel, per diem and other expenses shall be billed at cost.
- b) Subcontractor mark-up can be no more than 10%.
- c) Fringe benefits are defined in IRS Publication 15.
- d) The Cost Sheet must be included in your proposal for your proposal to be considered responsive. The Cost Sheet format cannot be altered, and failure to include the Cost Sheet with your proposal or altering its format will result in your proposal being found non-responsive.

Offerors failure to follow the format and instructions below may be cause for rejection of the RFP based on non-responsiveness.

Example

Personnel Costs			
Offeror's Equivalent Job Name and title	Estimated Hours (Evaluation Purposes Only)	Hourly Billable Rate	Total (hours x rate)
John Doe/Principal	10	\$150	1500
John Doe/Principal	15	\$110	1650
Jane Smith/Economist 1	5	\$100	500
<i>Personnel total</i>	<i>30</i>	<i>121.67*</i>	<i>3,650</i>
Other Costs			
Travel			\$350
Total			\$4,000

*Weighted average

Using the following matrix for applicant cost proposal. Estimate of hours and other expenses should be based on the following scenario:

- Perform commercial energy audit of 20,000 square foot building in Seward, Alaska.
- Performance requirements and deliverables as described in this solicitation.

Personnel Costs			
Offeror's Equivalent Job Name and title	Estimated Hours (Evaluation Purposes Only)	Hourly Billable Rate	Total (hours x rate)

<i>Personnel total</i>			
Other Costs			Total
Travel			
Total			

The following formula is used for calculating points.

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

Using the example provided and assuming it was the lowest cost proposal:

Rates - 20 points for rates $100 \times 20/100 = 20$

Hours - $\$4,000 \times 20 / \$4,000 = 20$

Total Cost points $20 + 20 = 40$

5.3 30% Qualifications and Relevant Experience of Firm and Personnel

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

Does the Offeror have appropriate staff or means of acquiring them to address all areas of services defined in the RFP? Do the individuals referenced in the proposal have experience doing this kind of work for an Organization like AEA? Does the firm or team demonstrate adequate experience in doing similar work as defined in Section 5? Have they worked with government entities in Alaska? Do the key individuals have similar experience with organizations similar to AEA? If outsourced, what are the advantageous? Are there appropriately qualified individuals or subcontractors in key positions?

Do the examples of previous work experience document the quality, level of expertise, and experience needed to provide the required services? How broad is their experience based on the scope of RFP tasks and other proposals received? Do they have any unique experience or qualifications that would be especially beneficial to AEA? Are the examples from previous projects complete and relevant? What is the firm’s record for responsiveness to client needs and success with similar contracts? Are the references positive; if not, are there adequate explanations or extenuating circumstances that should be considered? Are the personnel who are proposed to work on this job the same persons who worked on similar jobs for the firm?

5.4 20% Understanding of the Project and Availability

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

Does the Offeror’s proposal demonstrate an in-depth knowledge of the kind of services required herein? To what degree do they demonstrate an understanding of AEA’s programs and how their services could add value to AEA’s programs? Does the Offeror’s proposal demonstrate an understanding of AEA, objectives and tasks that may be required under this RFP?

Has the Offeror demonstrated their ability to make AEA work a priority based on the size of their company and staff assigned to the project? Is all the expertise in-house, through partnerships, or will outsourcing be needed? Does the firm’s team demonstrate sufficient depth of personnel to be available on short notice and cover situations with short deadlines?

5.5 10% Alaska Offeror's Preference

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.

5.6 Contractor Selection

Upon completion of the evaluations, the Procurement Officer will review the evaluation process to assure procedures are followed in accordance with this RFP and existing State of Alaska statutes and regulations. This process may include reviewing score sheets, proposals, discussions or any other materials presented to the Evaluation Committee.

The final decision of the Evaluation Committee will be documented in writing and made a part of the contract file. The Evaluation Committee will recommend for negotiations to the Procurement Officer the Offeror whose proposal best meets the requirements of the project based on the criteria outlined in this RFP.

The apparent successful Offeror will be required to provide the following information during contract negotiations before award of the final contract.

- a) Certificate of Insurance
- b) Proof of Subcontractor's Alaska Business Licenses
- c) Any other information that needs clarification of the Offeror's proposal.



STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

1. Agency Contract Number SAMPLE	2. Description of Professional Services	Project Manager
3. Vendor Contact email	4. Telephone and Fax Number	5. Alaska Business License Number
This contract is between		
6. Alaska Energy Authority (AEA)	7. Division of Dept. of Commerce	hereafter AEA or the Authority, and
8. Contractor		Hereafter the Contractor
9. Mailing Address		
<p>10.</p> <p>ARTICLE 1. 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), 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 _____.</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 \$ _____ in accordance with the provisions of Appendix D.</p> <p> 4.2 When billing the Authority the Contractor shall submit the invoicing documents to: By US Mail to AEA, 813 West Northern Lights Blvd, Anchorage, AK 99503-2495 (or) Email to aeapayables@aidea.org Please do not duplicate.</p>		
11. CONTRACTOR		
Name of Firm		<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 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>
Signature of Authorized Representative	Date	
Typed or Printed Name of Authorized Representative		
Title		
12. Alaska Energy Authority (AEA)		
		14. Signature of Contracting Officer
		Date
Signature of Project Director Sara Fisher-Goad		Typed or Printed Name Tom Erickson
Typed or Printed Name of Project Director AEA-Executive Director		Title Chief Procurement Officer

NOTICE: This contract has no effect until signed by the head of contracting agency or designee. Form 02-093

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 "Authority" means the Alaska Industrial Development and Export Authority for which this contract is to be performed and for which the Executive Director or Authorized Designee acted in signing this contract.

Article 2 Inspection and Reports

- 2.1 AEA 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, 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 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.

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 AEA. AEA are 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 AEA 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 AEA 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 AEA 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, 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, AEA 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 Debarment Certification

**ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT AUTHORITY
AND ALASKA ENERGY AUTHORITY**

**CERTIFICATION OF CONTRACTOR AND LOWER-TIER PARTICIPANTS
REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND
VOLUNTARY EXCLUSION**

Contractor

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

I, _____ hereby certify on behalf
 (Name and title of official) of _____ that:
 (Name of contractor)

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

Executed this _____ day of _____, 20____

By: _____
 (Signature of authorized official)

 (Title of authorized official)

Appendix B INDEMNIFICATION & INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

Without limiting Contractor's indemnification obligation, Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this contract the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the Authority shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the 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 Authority and the State of Alaska

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

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

(Revised 12-11)