



# ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT AUTHORITY AND ALASKA ENERGY AUTHORITY REQUEST FOR PROPOSALS

## MANAGEMENT INFORMATION SYSTEMS ANALYSIS AND PROJECT MANAGEMENT SERVICES

RFP 19063

ISSUED JULY 8, 2019

The purpose of this RFP is to award a multi-year term contract for an IT Services firm, group, or small company who possesses the expertise to assist AIDEA and AEA staff in IT Support Services.

The Contractor help with special projects related to custom design, development, and programming on existing software; and providing advanced IT Services and IT Support for new and existing hardware, including but not limited to Microsoft Enterprise and Cisco based products.

It is anticipated that the Agency may award more than one term agreement for these services.

ISSUED BY:

ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT  
AUTHORITY (AIDEA)

PRIMARY CONTACT:

LOIS LEMUS  
CONTRACTING OFFICER  
LLEMUS@AIDEA.ORG

(907) 771-3909

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

**IMPORTANT NOTICE:** If you downloaded this solicitation from the SOA or AIDEA/AEA Websites, you must register on the online planholders list to receive subsequent addenda. Failure to register may adversely affect your proposal. It is the Offeror's responsibility to ensure that they have received all addenda affecting this RFP. To register, go to [www.AIDEA.org](http://www.AIDEA.org) and provide the project name & number, company name & contact person, address, phone number & fax number.

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

Alaska Industrial Development and Export Authority (AIDEA) and Alaska Energy Authority (AEA) is soliciting proposals for expertise to assist AIDEA and AEA staff in IT Support Services. The contractor will provide Management Information Systems analysis and project management services in accordance with the requirements of individually negotiated Work Orders/ Notices to Proceed (NTPs). One of the biggest projects will be assisting with the upgrade of our ERP system to the latest version of Microsoft Dynamics NAV Business Central (On-Premise) with Serenic Navigator 13 in the upcoming fiscal year. Currently, the supported environment includes Windows server 2013 Cluster, Hyper V, Cisco Call Manager, and Microsoft servers such as: SharePoint 2013, Exchange 2013r2, Dynamics NAV 2013r2, Dynamics CRM, and SQL2013. The contractor will be required to work during regular AIDEA & AEA business hours and/or outside of regular AIDEA & AEA business hours as needed.

### SEC. 1.02 BUDGET

AIDEA, estimates that the total budget is between **\$150,000 AND \$250,000** dollars for one year with the option for the Authority to renew for four additional one-year periods subject to availability of funds and need. Contract may be extended for additional years to complete existing NTPs. Proposals priced at more than **\$225.00 PER HOUR** will be considered non-responsive.

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 PM** prevailing Alaska Time on **JULY 30, 2019**.

Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

### SEC. 1.04 MINIMUM PRIOR EXPERIENCE REQUIREMENTS

Offeror's interested in responding to this request must meet the following minimum requirements to be considered:

- A. The Offeror's must demonstrate in their proposal how they (or key staff who will be involved in this contract), have five (5) or more years' experience consulting on Information Technology (IT) management systems specifically in:
  - a. Developing scopes of work for implementing information systems.
  - b. Client server, web and N-tier application development
  - c. General database administrator, database developer and data analyst experience
- B. The Offeror's must demonstrate in their proposal how they have three years of programming and development experience with new or existing projects.

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

## SEC. 1.05 REQUIRED REVIEW

Offeror's should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the contracting officer at least ten days before the 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 contracting officer, in writing, at least ten days before the deadline for receipt of proposals.

## SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The contracting officer will make that decision. **No further question will be allowed after July 23, 2019 at 1:30 pm Alaska prevailing time.**

CONTRACTING OFFICER: Lois Lemus – PHONE 907-771-3909 - FAX 907-771-3044

## SEC. 1.07 RETURN INSTRUCTIONS

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

Alaska Industrial Development and Export Authority

Attention: Lois Lemus

Request for Proposal (RFP) Number: **19063**

RFP Title: Management Information System

Analysis and Project Management Services

813 West Northern Lights Blvd.

Anchorage, AK 99503

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

813 West Northern Lights Blvd.

Anchorage, AK 99503

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

813 West Northern Lights Blvd.

Anchorage, AK 99503

## SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

### (a) MINIMUM PRIOR EXPERIENCE REQUIREMENTS

All proposals must provide how they meet the minimum Requirements. An offeror's failure to meet the minimum prior experience requirements may cause their proposal to be considered non-responsive and their proposal may be rejected.

### (b) AUTHORIZED SIGNATURE

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

### (c) 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 Authority reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

### (d) VENDOR TAX ID

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

### (e) CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Executive Director of Alaska Energy Authority Curtis Thayer 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 Executive Director's determination regarding any questions of conflict of interest shall be final.

### (f) FEDERAL REQUIREMENTS

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

### (g) BID BOND - PERFORMANCE BOND - SURETY DEPOSIT

***Bid Bond***

N/A

***Performance Bond***

N/A

***Surety Deposit***

N/A

## SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

## SEC. 1.10 AMENDMENTS TO PROPOSALS

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

## SEC. 1.11 AMENDMENTS TO THE RFP

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the contracting officer after receiving the RFP from the AIDEA website <http://www.aideaaeaprocurement.org/> or State of Alaska Online Public Notice.

## SEC. 1.12 RFP SCHEDULE

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

- Issue RFP **JULY 8, 2019** ,
- Deadline for Questions **JULY 23, 2019**,
- Deadline for Receipt of Proposals **JULY 30, 2019**,
- Proposal Evaluation Committee complete evaluation by **AUGUST 12, 2019**,
- Notice of Intent to Award a Contract **AUGUST 14, 2019**,
- Issues contract **AUGUST 26, 2019**,
- Contract start **SEPTEMBER 1, 2019**.

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

designee approves the contract. Upon written notice to the contractor, the Authority may set a different starting date for the contract. The Authority will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the Authority.

### **SEC. 1.13 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will not be held for this solicitation. See Section 1.06 for instructions on submitting questions regarding this RFP.

### **SEC. 1.14 ALTERNATE PROPOSALS**

Offerors may only submit one proposal for evaluation.

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

### **SEC. 1.15 NEWS RELEASES**

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

## SECTION 2. BACKGROUND INFORMATION

### SEC. 2.01 BACKGROUND INFORMATION

The Alaska Industrial Development and Export Authority (AIDEA) and the Alaska Energy Authority (AEA) are two public corporations of the State of Alaska, each with a separate legal existence. AIDEA employees provide administrative and IT support for both corporations. The main office is currently at 813 West Northern Lights Blvd, in Anchorage, AK. AIDEA and AEA also have a warehouse in Anchorage at 2601 Commercial Drive. Currently there are approximately 75 employees with most of those at the 813 West Northern Lights Blvd location. All offices are connected by cable modems to a WAN that services both VOIP and data services to all three locations. The main computer room and IT support staff are located at the 813 West Northern Lights Blvd location.

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

AEA's mission is to reduce the cost of energy in Alaska. It does this through the administration of grant programs for the development of renewable energy projects, rural powerhouse upgrades, building bulk fuel storage facilities for rural communities, and promoting energy conservation and efficiency. AEA is also responsible for managing power generation and transmission assets owned by the Authority.

During the past several years both AEA and AIDEA workloads have increased resulting in putting increased pressure on staff to consider different options on the use of Information Technology to more effectively, provide management the information tools they need to make timely decisions and to more effectively make information available to the public regarding it programs.

To know more about AIDEA and AEA business practices Offeror's should review the AIDEA and AEA websites.

<http://www.aidea.org> and <http://www.akenergyauthority.org>

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

The contractor shall provide Management Information Systems analysis and project management services in accordance with the requirements of individually negotiated Work Orders/ Notices to Proceed (NTPs). The Contractor shall be assisting with the upgrade of AIDEA/AEA ERP system to the latest version of Microsoft Dynamics NAV Business Central (On-Premise) with Serenic Navigator 13 in the upcoming fiscal year. Currently, the supported environment includes Windows server 2013 Cluster, Hyper V, Cisco Call Manager, and Microsoft servers such as: SharePoint 2013, Exchange 2013r2, Dynamics NAV 2013r2, Dynamics CRM, and SQL2013. In addition, the contractor shall provide programming and development for the upgrade as well as assist with new or existing projects related to IT Services within AIDEA and AEA. The contractor shall be required to work during regular AIDEA & AEA business hours and/or outside of regular AIDEA & AEA business hours as needed.

#### 1. General

The Contractor shall have technical skills and experience with the following technologies currently installed or in use at AIDEA and AEA:

a. Hardware and software products and versions:

- Microsoft Project and Project Server
- Microsoft Server 2008r2 or greater
- Microsoft Data Center Server 2012 Hyper V with fail over Clustering
- Microsoft Dynamic NAV Development & Administration
- Adobe CS Suites
- Visual Studio Suite 2016 or greater
- MS Net Framework 4.x Developer
- MS product development using .NET
- Dell AppAssure and Symantec Backup Exec 2012r2
- Cisco CCME, Switches, Router, Phones and Phone system
- Web Development and Services Java, DNN, CSS, ASP, Web matrix
- Watch Guard Firewall
- Sonic Firewall
- SharePoint 2016 Administration & Development
- MS Exchange Server 2013 (and greater) Administration
- Microsoft SQL Server 2012 Development Administration
- Barracuda Email Security Gateway 300
- Dell EqualLogic
- Dell PowerVault TL4000 - Tape library
- Dell PowerVault MD3200i w/ MD32 series
- Dell PowerVault MD1200 w/ SAS
- Dell PowerEdge Enterprise Servers
- Dell PowerConnect
- Conversion from WordPress to DNN
- SQL Management Studio Administration

b. Skills and Knowledge of:

- Microsoft Certified Solutions Expert (MCSE)
- Dell Hardware Support
- Cisco; CCNA
- Internet Information Server (IIS)

- Java
  - .NET Framework
  - C++
  - C/Side Client
  - SQL; XML; CSV; Tab Delimited (Comma) Imports
  - SQL Server Management Studio
  - DotNetNuke (DNN) – content management studio
  - WordPress – content management system
  - Linux connection
- c. Required Level of Certification for:
- Database Administrator
  - Senior Network Specialist
  - Database Programmer
  - Security Specialist
  - Programmer/Developer
  - SQL Developer
  - SQL Administrator
  - IIS Developer

## 2. Specific Requirements and Projects

The Contractor shall perform routine maintenance as well as make the appropriate changes, updates, and modifications to the following sections:

- a. Provide assistance as needed on maintenance and support for basic IT Services, such as:
- Advanced SQL Server updates, support, and maintenance (as needed)
  - Windows Data Center Support (2012)
  - Data Center Cluster Support (Virtual)
  - Dell Power Edge Server support
  - Dell Equal Logic
  - Dell Tape backup/Symantec
  - Dell AppAssure
  - Cisco Phone Routers
  - Windows Update Server (WUSS)
  - Skype Business Server
  - NAV/Jet Enterprise Server
  - Sharepoint Enterprise updates, support, and maintenance
  - Web Server support
  - WashGuard Firewalls
  - SPAM Controls – Barracuda
  - Retention of data and compliance with State Of Alaska OIT policy
- b. Provide Advanced IT work, such as:
- Converting the current open source databases to State of Alaska approved databases within the OIT policy and timeline
  - SQL backups and restores
  - Object and hotfix uploads (as needed)
- c. Basic and Advanced support for Microsoft Dynamics NAV Business Central (On-Premise) & Dynamics 365 Business Central – customs and adjustments

- Microsoft Dynamics NAV 2013 & 2017 with Serenic Navigator Software (vertical)
- Dynamics 365 Business Central On-Premises licensing
- C/Side and .NET framework development
- Visual Studio Suite 2011 and greater
- Custom development
  1. Updating and exporting existing objects (.fob) between test and production databases
  2. Modify Objects (XMLports, Tables, Pages)
    - a. Excel imports – adding columns to NAV import file
    - b. Page layout adjustments
    - c. Report Design adjustments
  3. Add documentation of changes to objects
- Create NAV backup databases
  1. Create new database instances and test database
  2. Remove/Archive old test database
  3. Mapping employees to test database (as requested)
- Create and modify SQL queries (NAV & Jet Reports)
- Assist AIDEA/AEA Staff with NAV Upgrade (as needed)
- d. General Development and Programming – Microsoft compatible products
  - AIDEA and AEA Website
    1. Updates and changes
    2. Support and maintenance (routine)
    3. Formatting
    4. Adding links, information, pictures, etc.
  - AK Energy Efficiency website
  - Employee Website
    1. Electronic Timesheets
      - a. Maintain the Live and Test Environments
      - b. Updates, Support, and Maintenance
      - c. Changes, modifications, and additions
    2. Delegation of Authority
      - d. Maintain the Live and Test Environments
      - e. Updates, support, and changes (as requested)
    3. Uploading forms
    4. Updating Formats
    5. Adding Links
    6. Create, modify and support CSV import/exports files
  - PCE Web Portal
    1. Updates, support, maintenance
    2. CSV imports/exports
    3. Modify formatting, layout, design
  - Retention requirements

### **3. Services Required**

The following Technical Services may be required to provide services to AIDEA and AEA.

a. Client Server, Web & N-Tier Application Development - Skills and experience in this category include the following:

- Custom designing, developing, unit testing, and implementing program and database code required for single and multiple tier business applications and systems in distributed multi-user environments.
- Extensive experience with Windows Data Center server class operating systems and Windows client are required.
- Developers will have experience designing, testing and implementing relational databases, including a full understanding of SQL scripting, using MS SQL Server, MS-Access, or other database engines in common use today. For smaller projects, this category could include data-analysis skills to enable a single person to complete the entire project.
- Developers must have extensive experience with Microsoft Visual Studio 2016 or greater.
- Experience in programming, testing, and maintaining program code for systems using configuration and object management tools.
- Knowledge of development technologies such as .NET, JAVA, IIS and Web Services.
- Knowledge and experience with the software development lifecycle and associated deliverables.
- Experience with Microsoft Exchange 2016 Server
- All custom developments, shrink wrapped software, and databases must follow the State of Alaska IT Standards Act.

b. General Deliverables: Deliverables may include but not be limited to:

- Make recommendations to staff based on their project needs, schedule, resources, and timelines
- Staff directly associated with project will attend related meetings as needed according to the project scope
- Develop a scope of work, budget, and timeline of deliverables for projects and tasks
- Create a task list for assigned work
- Create a resource list to assign to projects
- Report, summarize and document work in both the development environment and white paper formats.
- Present and document the final project to AIDEA or AEA project specific staff
- Provide or assist with training on all custom developed projects.
- Ability to analyze existing projects to determine next steps in continued development and modifications and be able to seamlessly pick up where it was left off.

#### **4. The Work Order Process**

Fees for each task will be negotiated as either a fixed price or time and expenses work order based on the contract rates. All work orders will be capped with a not-to exceed price. It is the Authority's intent to follow a process that will provide for a cost effective and efficient means to accomplish the work required.

Limit management and support staff charging to the contract – avoid extra fees negotiated; only assigned personnel should be billing time to contract for work completed.

The Authorities will use the following work order assignment process:

1. The Authority will submit a request to the Contractor by e-mail or phone 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 Contractor shall 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 primary individual and identify if additional staff will be required to complete work as requested.
  - c. A proposed work schedule identifying any critical decision points and expectations the Contractor may have for the Authority for review or participation.
  - d. A cost proposal to complete the work order that includes estimates of all labor, transportation, materials, and expenses to complete the project.
  - e. A fixed cost price or an estimated not-to-exceed price based on the number of hours for the project as proposed.
3. If the Contractor determines they cannot complete the work on their own; a discussion with the Authority's staff to determine steps forward. (If a support call is required to software provider – AIDEA/AEA staff will complete.)
4. Upon receipt of the proposal the Authority will review the proposal with the Contractor 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.
5. The final work order scope, terms, schedule, and cost will be agreed to in writing by both parties and the Authorities will issue a written Notice to Proceed (NTP) for the work by fax or e-mail.

#### 5. **Other Considerations**

1. Notification time periods for special projects work orders may vary from 24 hours to several weeks, depending on the nature and complexity of work required.
2. The Authority makes no warranty nor implies that all Technical Services will be funded for the contract.
3. The Authority reserves the right to accomplish any or all of the work through means other than this agreement, including the use of in-house forces.
4. The contract(s) will be awarded based on available funds per year. The Authority reserves the right to add additional funds to all contract(s) should funds and additional projects arise. The amount of these funding increases will be determined based on the anticipated project workload. Not all contract(s) will be awarded the same amount. The contract(s) award amount will be based on anticipated work.

### SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately **SEPTEMBER 1, 2019**, for one year with the option for the Authority to renew for four additional one-year periods subject to availability of funds and need. Contract may be extended for additional years to complete existing NTPs

Unless otherwise provided in this RFP, the Authority 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.

### SEC. 3.03 DELIVERABLES

See scope of work.

### SEC. 3.04 CONTRACT TYPE

This contract is a **Fixed Hourly Rate** contract.

### **SEC. 3.05 PROPOSED PAYMENT PROCEDURES**

The Authority will make payments based on a negotiated payment schedule. Each billing must consist of an invoice, work task, and progress / final report. No payment will be made until the project manager has approved the invoice.

### **SEC. 3.06 CONTRACT PAYMENT**

No payment will be made until AIDEA/AEA or designee approves. Under no conditions will the Authority be liable for the payment of any interest charges associated with the cost of the contract.

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

### **SEC. 3.07 LOCATION OF WORK**

AIDEA has an area that can be used when working at AIDEA/AEA building location. During the life of the project, the contractor will be able to perform, complete, and manage some of their work at the contractor's place of business as appropriate.

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

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

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

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

### **SEC. 3.08 THIRD-PARTY SERVICE PROVIDERS**

The contractor must provide, on an annual basis, a Type 2 Statement on Standards for Attestation Engagements (SSAE) SOC 1, SOC 2, or SOC 3 report(s). Failure to provide this reports may be treated as a material breach and may be a basis for a finding of default.

### **SEC. 3.09 SUBCONTRACTORS**

Subcontractors will not be allowed.

### **SEC. 3.10 JOINT VENTURES**

Joint ventures will not be allowed.

### SEC. 3.11 RIGHT TO INSPECT PLACE OF BUSINESS

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

### SEC. 3.12 F.O.B. POINT

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

### SEC. 3.13 CONTRACT PERSONNEL

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

### SEC. 3.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager. The Authority may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project manager 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 Authority to terminate the contract. In this event, the Authority may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

### SEC. 3.15 LIQUIDATED DAMAGES –

The Authority will include liquidated damages in this contract to assure its timely completion. The amount of actual damages will be difficult to determine. For the purposes of this contract the Authority has set the rate of liquidated damages at **2% OF THE TOTAL COST OF THE WORK ORDER** per day. If the contractor fails to meet the Work Order completion date, the Authority will begin to collect liquidated damages on **THE SECOND DAY OF THE WORK ORDER COMPLETION DATE** and will continue to collect them until **WORK ORDER IS COMPLETED OR TERMINATION OF THE CONTRACT**.

### SEC. 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 manager will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for

accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per 3 AAC 100.560.

The contractor will not commence additional work until the project manager has secured any required Authority approvals necessary for the amendment and issued a written contract amendment, approved by AIDEA/AEA of or the designee.

### SEC. 3.17 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 Authority in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the 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 Authority to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include, but not limited to:

Microsoft Dynamics NAV - financial and vendor data (Federal ID, Bank account, Vendors, Loans/Investments, etc)

Timesheet system – employee personal information and data (ID, Social sec No., FMLA, etc.)

Administrator access to system - backups, Active directory, administrator access to personal drives, emails, etc.

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

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

### SEC. 3.18 INSURANCE REQUIREMENTS

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

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

Offerors must review form APPENDIX B1, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in APPENDIX B1 must be set out in the offeror's proposal.

### SEC. 3.19 TERMINATION FOR DEFAULT

If the project manager 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 Authority may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the Authority's termination rights under the contract provisions of Appendix A, attached in **SECTION 8. EXHIBITS**.

## SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 PROPOSAL FORMAT AND CONTENT

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

The maximum number of attached pages (***each printed side equals one page***) for evaluated responses shall not exceed: **Fifteen (15)** pages. Attached page limit does not include the cost proposal.

Evaluated responses shall be presented in 8-1/2" X 11" format, except for a minimal number of larger sheets (e.g. 11' X 17") that may be used (e.g. for schedules) if they are folded to 8-1/2' X 11" size. Large sheets will count as multiple pages at 93.5 square inches or fraction thereof per page.

CAUTION: Evaluated Responses which do not comply with the required page limit or presentation size, may result in disqualification. Future, small print or typeface that is difficult to read may negatively influence evaluation of your submittal and affect scoring for "Quality of Proposal."

### SEC. 4.02 INTRODUCTION

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

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

### SEC. 4.03 UNDERSTANDING IT SERVICES

Offeror's must provide comprehensive narrative statements and examples that illustrate the Offeror's understanding, experience, and ability to adjust to the change of products and versions used in an organization.

Offeror's should explain how Offeror's stay current on the latest hardware and software versions released in the market.

Offeror's need to provide projects Offeror's have worked on clearly demonstrating hardware products and software versions Offeror's are experienced and comfortable working with.

Provide examples from Offeror's past job experiences that clearly identifies Offeror's expertise and knowledge required for this RFP.

Offeror's must provide how Offeror's would create a PCN database to track the position costs (salary and benefits) to aid the Authority in our semi-annual process in Management and Governors plan.

Offeror's must provide Offeror's process for designing, developing, and ultimately implementing of the PCN database into the organization

Offeror's must demonstrate Offeror's understanding, knowledge, and experience working with products and versions listed in the IT Services section for AIDEA/AEA RFP?

Offeror's must provide examples of projects that demonstrate Offeror's have worked on product versions used at AIDEA/AEA?

#### **SEC. 4.04 UNDERSTANDING OF MS DYNAMICS NAV – CUSTOM DEVELOPMENT AND PROGRAMMING**

Offeror's must provide comprehensive examples demonstrating Offeror's extensive knowledge and skills in developing and programming code they've written in C/Sharp, C++, C#, and/or .NET Framework.

Offeror's should provide narrative of experience with MS Dynamics databases and examples of custom development or programming done within NAV or SQL based databases.

Offeror's should provide an example of a something Offeror's have developed from scratch or modified from an existing model and what programming language Offeror's used for that project. Provide a link or screen shots as well as a narrative of the overall project and scope.

Offeror's should provide details of work they have done in conjunction with upgrading an ERP system for an organization. Provide details of workload, timeline, team, and examples of reports, pages, and table properties Offeror's have added or modified.

Offeror's should provide an example clearly showing their understanding of programming code and ability to build from scratch or understand and modify an existing set of code.

#### **SEC. 4.05 METHODOLOGY USED IN PLANNING APPROACH AND GATHERING INFORMATION FOR PROJECTS/TASKS**

Offeror's must provide examples of work papers from previously completed projects as well as a comprehensive narrative about the approach, process, and coordination efforts that went into gathering information and data for projects or tasks Offeror's have worked on in the past. Explain in detail the overall project, collaboration, planning, and execution to complete the project in the timeline specified.

Offeror's must provide links or screen shots of completed projects demonstrating Offeror's planning process.

Offeror's must explain in detail their approach of gathering data and planning for a project? Offeror's must explain the challenges and successes of the project?

#### **SEC. 4.06 EXPERIENCE AND QUALIFICATIONS**

Offeror must provide letter of reference from Offeror's clients or past supervisors. Letter should provide how Offeror's work in a team environment?

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

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

- title,
- resume,
- location(s) where work will be performed,

- itemize the total cost and the number of estimated hours for each individual named above.

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

#### **SEC. 4.07 COST PROPOSAL**

Cost proposals must include fixed hourly rates that includes 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.

#### **SEC. 4.08 EVALUATION CRITERIA**

All proposals will be reviewed to determine if they are responsive per Section 1.04 Minimum Prior Experience. Proposals determined to be responsive will be evaluated using the criterion that is set out in Section 5 EVALUATION CRITERIA AND CONTRACTOR SELECTION.

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.

## SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100

### SEC. 5.01 UNDERSTANDING IT SERVICES (10%)

**Proposals will be evaluated against the questions set out below:**

- 1) How well has the offeror demonstrated a comprehensive narrative statements and examples that illustrate their understanding, experience, and ability to adjust to the change of products and versions used in an organization?
- 2) How well has the offeror explained how they stay current on the latest hardware and software versions released in the market?
- 3) Did the Offeror provide projects they've worked on clearly demonstrating hardware products and software versions they are experienced and comfortable working with.
- 4) Did the Offeror provide examples from their past job experiences that clearly identifies their expertise and knowledge required for this RFP?
- 5) Has the offeror provided their process for designing, developing, and ultimately implementing of the PCN database projects into the organization?
- 6) Has the offeror provided examples of projects that demonstrated they have worked on product versions used at AIDEA/AEA?

### SEC. 5.02 UNDERSTANDING OF MS DYNAMICS NAV – CUSTOM DEVELOPMENT AND PROGRAMMING (15%)

**Proposals will be evaluated against the questions set out below:**

- 1) Did the Offeror provide comprehensive examples demonstrating their extensive knowledge and skills in developing and programming code they've written in C/Sharp, C++, C#, and/or .NET Framework?
- 2) Did the Offeror provide narrative of past experience with MS Dynamics databases and examples of custom development or programming done within NAV or SQL based databases?
- 3) Did the Offeror provide an example of a something they developed from scratch or modified from an existing model and what programming language they used for that project. Provide a link or screen shots as well as a narrative of the overall project and scope?
- 4) Did the Offeror provide details of work they have done in conjunction with upgrading an ERP system for an organization. Did the Offeror provide details of work load, timeline, team, and examples of reports, pages, and table properties you've added or modified?
- 5) Did the offeror's example clearly show their understanding of programming code and ability to build from scratch or understand and modify an existing set of code?

### SEC. 5.03 METHODOLOGY USED IN PLANNING APPROACH AND GATHERING INFORMATION FOR PROJETS / TASKS (5%)

**Proposals will be evaluated against the questions set out below:**

- 1) How well are the Offeror examples of work papers from previously completed projects as well as a comprehensive narrative about the approach, process, and coordination efforts that went into gathering information and data for projects or tasks they've worked on in the past. Explain in detail the overall project, collaboration, planning, and execution to complete the project in the timeline specified?
- 2) Did the Offeror provide links or screen shots of completed projects demonstrating your planning process.
- 3) Did the offeror explain in detail their approach of gathering data and planning for a project? Did they explain the challenges and successes of the project?

## SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (20%)

**Proposals will be evaluated against the questions set out below:**

### **1) Questions regarding the personnel:**

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

### **2) Questions regarding the firm:**

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided letters of reference from previous clients?

## SEC. 5.05 CONTRACT COST (50%)

Overall, a minimum of **50%** 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 6.12.

### **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 3.15.

## SECTION 6. GENERAL PROCESS INFORMATION

### SEC. 6.01 INFORMAL DEBRIEFING

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

### SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

### SEC. 6.03 SITE INSPECTION

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

## SEC. 6.04 CLARIFICATION OF OFFERS

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

## SEC. 6.05 DISCUSSIONS WITH OFFERORS

The Authority may conduct discussions with offerors in accordance with 3AAC 100.400. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the contracting officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the contracting officer. Discussions, if held, will be after initial evaluation of proposals by the contracting officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the contracting officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

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

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

## SEC. 6.06 EVALUATION OF PROPOSALS

The contracting officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

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

## SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the contracting officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the Authority may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the **AIDEA** conference room in **ANCHORAGE**, Alaska.

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

## SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

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

## SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

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

## SEC. 6.10 PROTEST

3 AAC 100.570 provides that an interested party may protest the content of the RFP.

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

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

3 AAC 100.570 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

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

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

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

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

The contracting officer will issue a written response to the protest. The response will set out the contracting officer's decision and contain the basis of the decision within the statutory time limit in 3 AAC 100.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the contracting officer, appeals, and hearings, will be conducted in accordance with Alaska Industrial Development and Export Authority Procurement Code (3 AAC 100.580 ), Article 7 "Legal and Contractual Remedies."

## Sec. 6.11 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an offeror who:

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

### **Alaska Bidder Preference Statement**

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 statement 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 statement 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.

## SEC. 6.12 FORMULA USED TO CONVERT COST TO POINTS

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 using the formula:

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

**SEC. 6.13 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES****(a) FORMULA USED TO CONVERT COST TO POINTS****STEP 1**

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

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

**STEP 2**

In this example, the RFP allotted 40% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

**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.**

*$\$40,000$  lowest cost  $\times$  40 maximum points for cost = 1,600,000  $\div$   $\$42,750$  cost of Offeror #2's proposal = **37.4***

**Offeror #3 receives 33.7 points.**

*$\$40,000$  lowest cost  $\times$  40 maximum points for cost = 1,600,000  $\div$   $\$47,500$  cost of Offeror #3's proposal = **33.7***

## SECTION 7. GENERAL LEGAL INFORMATION

### SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the Authority 's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). This form is attached in **SECTION 8. EXHIBITS** for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

### SEC. 7.02 PROPOSAL AS A PART OF THE CONTRACT

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

### SEC. 7.03 ADDITIONAL TERMS AND CONDITIONS

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

### SEC. 7.04 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 Authority to reject the proposal as non-responsive, or cancel the contract.

### SEC. 7.05 RIGHT OF REJECTION

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

Minor informalities that:

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

- do not constitute a substantial reservation against a requirement or provision;

may be waived by the contracting officer.

The Authority 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.**

## SEC. 7.06 AUTHORITY NOT RESPONSIBLE FOR PREPARATION COSTS

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

## SEC. 7.07 DISCLOSURE OF PROPOSAL CONTENTS

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

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the contracting officer does so, and if the contracting officer agrees, in writing, to do so. 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 contracting 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.

## SEC. 7.08 ASSIGNMENT

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

## SEC. 7.09 DISPUTES

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the Authority by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of 3 AAC 100.590. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

## SEC. 7.10 SEVERABILITY

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

## SEC. 7.11 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.05 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 diminish 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:

if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

if the 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.

## SEC. 7.12 CONTRACT INVALIDATION

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

## SEC. 7.13 SOLICITATION ADVERTISING

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

# SECTION 8. ATTACHMENTS

## SEC. 8.01 ATTACHMENTS

### **Attachments:**

- 1) Proposal Evaluation Form
- 2) Cost proposal
- 3) Standard Agreement Form - Appendix A
- 4) Appendix B1
- 5) NTP

# ATTACHMENT 1: PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Offeror Name: \_\_\_\_\_  
 Evaluator Name: \_\_\_\_\_  
 Date of Review: \_\_\_\_\_  
 RFP Number: **19063** \_\_\_\_\_

### EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS **100**

#### 5.01 Understanding IT Services—10 Percent

**Maximum Point Value for this Section - 10 Points**

**100 Points x 10 Percent = 10 Points**

**Proposals will be evaluated against the questions set out below.**

- 1) How well has the offeror demonstrated a comprehensive narrative statements and examples that illustrate their understanding, experience, and ability to adjust to the change of products and versions used in an organization?

NOTES \_\_\_\_\_  
 \_\_\_\_\_

- 2) How well has the offeror explain how they stay current on the latest hardware and software versions released in the market?

NOTES \_\_\_\_\_  
 \_\_\_\_\_

- 3) Did the Offeror provide projects they've worked on clearly demonstrating hardware products and software versions they are experienced and comfortable working with?

NOTES \_\_\_\_\_  
 \_\_\_\_\_

- 4) Did the Offeror provide examples from their past job experiences that clearly identifies their expertise and knowledge required for this RFP?

NOTES \_\_\_\_\_

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- 5) Has the offeror provide their process for designing, developing, and ultimately implementing of the PCN database into the organization?

NOTES \_\_\_\_\_

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- 6) Has the offeror provided examples of projects that demonstrated they have worked on product versions used at AIDEA/AEA?

NOTES \_\_\_\_\_

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**EVALUATOR'S POINT TOTAL FOR 5.01:** \_\_\_\_\_

**5.02 Understanding of MS Dynamics NAV – Custom Development and Programming —15 Percent**

**Maximum Point Value for this Section - 15 Points**

**100 Points x 15 Percent = 15 Points**

**Proposals will be evaluated against the questions set out below.**

- 1) Did the Offeror provide comprehensive examples demonstrating their extensive knowledge and skills in developing and programming code they have written in C/Side, C+, C#, and/or .NET Framework?

NOTES \_\_\_\_\_

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- 2) Did the Offeror provide narrative of past experience with MS Dynamics databases and examples of custom development or programming done within NAV or SQL based databases?

NOTES \_\_\_\_\_

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- 3) Did the Offeror provide an example of a something they developed from scratch or modified from an existing model and what programming language they used for that project? Provide a link or screen shots as well as a narrative of the overall project and scope.

NOTES \_\_\_\_\_

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- 4) Did the Offeror provide details of work they have done in conjunction with upgrading an ERP system for an organization? Did the Offeror provide details of work load, timeline, team, and examples of reports, pages, and table properties you've added or modified?

NOTES \_\_\_\_\_

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- 5) Did the offeror's example clearly show their understanding of programming code and ability to build from scratch or understand and modify an existing set of code?

NOTES \_\_\_\_\_

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**EVALUATOR'S POINT TOTAL FOR 5.02:** \_\_\_\_\_

**5.03 Methodology Used In Planning Approach and Gathering Information for Projects / Tasks—5 Percent**

**Maximum Point Value for this Section - 5 Points**

**100 Points x 5 Percent = 5 Points**

**Proposals will be evaluated against the questions set out below.**

- 1) How well are the Offeror examples of work papers from previously completed projects as well as a comprehensive narrative about the approach, process, and coordination efforts that went into gathering information and data for projects or tasks they've worked on in the past. Explain in detail the overall project, collaboration, planning, and execution to complete the project in the timeline specified?

NOTES \_\_\_\_\_

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- 2) Did the Offeror provide links or screen shots of completed projects demonstrating your planning process?

NOTES \_\_\_\_\_

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- 3) Did the offeror explain in detail their approach of gathering data and planning for a project? Did they explain the challenges and successes of the project?

NOTES \_\_\_\_\_

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**EVALUATOR'S POINT TOTAL FOR 5.03: \_\_\_\_\_**

**5.04 Experience and Qualifications—20 Percent**

**Maximum Point Value for this Section - 20 Points**

**100 Points x 20 Percent = 20 Points**

**Proposals will be evaluated against the questions set out below.**

**1) Questions regarding the personnel.**

- a) Do the individuals assigned to the project have experience on similar projects?

NOTES \_\_\_\_\_

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

NOTES \_\_\_\_\_

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- c) How extensive is the applicable education and experience of the personnel designated to work on the project?

NOTES \_\_\_\_\_

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**2) Questions regarding the firm.**

- a) Has the firm demonstrated experience in completing similar projects on time and within budget?

NOTES \_\_\_\_\_

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- b) How successful is the general history of the firm regarding timely and successful completion of projects?

NOTES \_\_\_\_\_

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- c) Has the firm provided letters of reference from previous clients?

NOTES \_\_\_\_\_

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**EVALUATOR'S POINT TOTAL FOR 5.04:** \_\_\_\_\_

**EVALUATOR'S COMBINED POINT TOTAL FOR ALL EVALUATED SECTIONS:** \_\_\_\_\_

**5.05 Contract Cost — 50 PERCENT**

**Maximum Point Value for this Section — 50 Points**

**100 Points x 50 PERCENT = 50 Points**

Overall, a minimum of **50** percent 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 6.11**.

**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 6.15**.

## ATTACHMENT 2: COST PROPOSAL

Cost proposal must include all costs required to perform the work as described, including but not limited to travel costs, labor, overhead, etc. **HOURLY RATE MUST BE COMPLETED FOR YOUR PROPOSAL TO BE RESPONSIVE.**

If additional unanticipated work is required after contract award, it shall be performed at the hourly rate quoted below. Any change in individual resources or sub-contractors after award will require approval by the Agency Project Manager.

<b>Hourly Rate</b>		<b>Est. # Hours</b>		<b>Total Cost</b>
\$ 0.00	x	100	=	\$ 0.00

**Total Cost** \$ \_\_\_\_\_

**ATTACHMENT 3: STANDARD AGREEMENT FORM****STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES**

1. Agency Contract Number	2. Description of Professional Services	3. Solicitation No.	4. Agency Encumbrance Number
5. Vendor Contact Information			6. Alaska Business License Number
<b>This contract is between the</b>			
7. <b>Alaska Industrial Development &amp; Export Authority and Alaska Energy Authority</b>			hereafter the Authorities or AIDEA/AEA, and
8. Contractor			hereafter the Contractor
Mailing Address		City	ST ZIP
9.			
<b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.			
<b>ARTICLE 2. Performance of Service:</b>			
2.1 Appendix A (General Provisions), Articles 1 through 20, governs the performance of services under this contract.			
2.2 Appendix B sets forth the liability and insurance provisions of this contract.			
2.3 Appendix C sets forth the services to be performed by the Contractor.			
<b>ARTICLE 3. Period of Performance:</b> _____ through _____.			
<b>ARTICLE 4. Considerations:</b>			
4.1 In full consideration of the Contractor's performance under this contract, the sum shall not exceed <u>\$21,500.00</u> in accordance with the provisions of Appendix D.			
4.2 When billing the State, the Contractor shall refer to the Authorities' Contract Number and send the billing to:			
10. <b>Alaska Industrial Development &amp; Export Authority</b> 813 West Northern Lights  Anchorage, Alaska 99503 OR Email: <a href="mailto:AIDEAAP@aidea.org">AIDEAAP@aidea.org</a>		11. <b>Alaska Energy Authority</b> 813 West Northern Lights  Anchorage, Alaska 99503 OR Email: <a href="mailto:AEAPayables@aidea.org">AEAPayables@aidea.org</a>	
<b>12. CONTRACTOR</b>		<b>14. CERTIFICATION:</b> I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm			
Signature of Authorized Representative	Date		
Printed Name and Title of Authorized Representative			
<b>13. AUTHORITIES</b>			
AIDEA & AEA			
Signature of Authority Executive Director	Date	Signature of Authority Procurement Officer or Designee	Date

Tom Boutin, AIDEA Executive Director		Lex Sargento, Chief Procurement Officer
Signature of Authority Executive Director	Date	Project Manager: Jennifer Bride, Finance System Analyst Email: <a href="mailto:jbride@aidea.org">jbride@aidea.org</a> PH: (907) 771-3070
Curtis Thayer, AEA Executive Director		

**NOTICE: This contract has no effect until signed by the Authorities Executive Director and Procurement Officer or designee(s).**

**02-093 (12/29/08)**

SAF.DOC

**BACK 02-093 (12/29/08)**

## **APPENDIX A - GENERAL PROVISIONS AND STANDARD CONTRACT TERMS**

### **ARTICLE 1 DEFINITIONS**

- 1.1 In this contract and appendices, "Agency Head" means the Executive Director who signs this contract on behalf of the Authority and includes a successor or authorized representative; and "Procurement Officer" means the Authority's procurement officer named on page 1, or his successor.
- 1.2 "Authority" means the Alaska Energy 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 The Authority may inspect, in the manner and at reasonable times it considers appropriate, all the Contractor's facilities and activities under this contract.
- 2.2 The Contractor shall make progress and other reports in the manner and at the times the 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 Authority. The Authority 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 Authority.

**ARTICLE 7 NO ADDITIONAL WORK OR MATERIAL**

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

**ARTICLE 8 INDEPENDENT CONTRACTOR**

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

**ARTICLE 9 N/A**

**ARTICLE 10 OWNERSHIP OF DOCUMENTS**

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this contract for the Authority or delivered to the Authority are produced for hire and remain the sole property of the Authority and may be used by the Authority for any other purpose without additional compensation to the Contractor. The Contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The Contractor, for a period of three years after final payment under this contract, 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 Authority may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

#### **Article 15 Contract for Similar Services**

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

#### **ARTICLE 16 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 Authority 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 Authority's best interest. If a conflict of interest is discovered after contract award, the Authority, after review of the facts surrounding the conflict, may terminate the contract in its entirety.

#### **ARTICLE 17 SUBCONTRACTORS**

Contractor may subcontract portions of specific work 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 Authority may terminate the contract in its entirety for any failure to comply with the preceding sentence.

**ARTICLE 18 INTEGRATION**

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

**ARTICLE 19 FORCE MAJEURE**

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

**ARTICLE 20 CONTRACTOR'S SIGNATURE CERTIFIES THAT:**

- 1) all services provided under this contract by the Contractor shall be performed in the United States; and
- 2) the Contractor 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 is located at the following website: <http://www.state.gov/g/tip/> Failure to comply with (a) or (b) of this requirement will cause AEA to cancel the contract.

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## ATTACHMENT 4: 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 Authority 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:

<b>Contract Amount</b>	<b>Minimum Required Limits</b>
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

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

---

**INSTRUCTIONSTO CONTRACTOR for  
COST REIMBURSEMENT NOTICE TO PROCEED (NTP)**

**& BILLING SUMMARY**

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

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

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

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

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

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

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

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