



INFORMAL REQUEST FOR PROPOSALS (IRFP)

Biomass Feasibility Studies

IRFP 23001

ISSUED 07/01/2022

ALASKA WOOD ENERGY DEVELOPMENT TASK GROUP (AWEDTG) SOLICITS "STATEMENTS OF INTEREST" FROM ALASKA COMMUNITIES WISHING TO EXPLORE THE FEASIBILITY OF INSTALLING COMMUNITY HEATING PROJECTS THAT WOULD DISPLACE FOSSIL FUELS THROUGH DIRECT COMBUSTION OF WOOD (LOGS, CHUNKS, CHIPS, BARK, SAWDUST, PELLETS ETC.) FOR HEATING APPLICATIONS IN SCHOOLS, OTHER PUBLIC FACILITIES/BUILDINGS, AND BUILDINGS OWNED AND OPERATED BY NOT-FOR-PROFIT ORGANIZATIONS, FEDERALLY RECOGNIZED TRIBES, CORPORATIONS, COMMERCIAL ENTERPRISES, AND FOR-PROFIT ENTITIES. THE GOAL IS TO IDENTIFY COST-EFFECTIVE HEATING PROJECTS THAT WILL DISPLACE FOSSIL FUELS WITH WOOD AND/OR WOOD RESIDUES.

ISSUED BY:

ALASKA ENERGY AUTHORITY

PRIMARY CONTACT:

SELWIN RAY

PROCUREMENT OFFICER

SRAY@AKENERGYAUTHORITY.ORG

PROCUREMENT@AIDEA.ORG

(907) 771.3035

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE IRFP

The **ALASKA ENERGY AUTHORITY**, is soliciting proposals for “Statements of Interest” from Alaska communities wishing to explore the feasibility of installing community heating projects that would displace fossil fuels through direct combustion of wood (logs, chunks, chips, bark, sawdust, pellets etc.) for heating applications in schools, other public facilities/buildings, and buildings owned and operated by not-for-profit organizations, federally recognized tribes, corporations, commercial enterprises, and for-profit entities. The goal is to identify cost-effective heating projects that will displace fossil fuels with wood and/or wood residues.

SEC. 1.02 BUDGET

ALASKA ENERGY AUTHORITY, estimates a budget of NTE \$10,000 per study, 6-10 studies will be funded.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2 PM** prevailing Alaska Time on **JULY 25, 2022**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements:

- Provide evidence that the Offeror has knowledge of, and experience with, biomass heating systems, including pellet, chip and cordwood options
- Provide evidence that the Offeror has experience in writing biomass feasibility studies
- Provide evidence that the Offeror has experience conducting work in a rural Alaskan community off the road system

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

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing at procurement@aidea.org.

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

Contract Administrator: **SELWIN RAY** – PHONE **907.771.3035** - FAX **907.771.3044**

SEC. 1.07 RETURN INSTRUCTIONS

If you are submitting a response through IRIS Vendor Self-Service (VSS), you may ignore the following return instructions.

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

Alaska Energy Authority
Attention: **Selwin C. Ray**
Request for Proposal (RFP) Number: **23001**
RFP Title: Biomass Feasibility Studies
813 W. Northern Lights Blvd.
Anchorage, AK 99503

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

Alaska Energy Authority
Selwin C. Ray
813 W. Northern Lights Blvd.
Anchorage, AK 99503

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

813 W. Northern Lights Blvd.
Anchorage, AK 99503

If submitting a proposal **via email**, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to procurement@aidea.org as separate, clearly labeled attachments, such as “**Vendor A – Technical Proposal.pdf**” (Must include **Part D – Proposal Form**) and “**Vendor A – Cost Proposal.pdf**” (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror’s responsibility to contact the issuing agency at **907.771.3035** to confirm that the proposal has been received. Alaska Energy Authority is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

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

(b) 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 IRFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- G. that the offers will remain open and valid for at least 90 days.

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

(c) VENDOR TAX ID

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

(d) 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 procurement officer 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 contract to be performed by the offeror.

SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

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 state's request in accordance with 2 AAC 12.290.

SEC. 1.11 AMENDMENTS TO THE IRFP

If an amendment is issued, it will be provided to all who were notified of the IRFP and to those who have registered with the procurement officer after receiving the IRFP from the State of Alaska Online Public Notice website.

SEC. 1.12 IRFP SCHEDULE

The IRFP schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

- Issue IRFP **JULY 01, 2022**
- Deadline for Receipt of Proposals **JULY 25, 2022,**
- Proposal Evaluation Committee complete evaluation by **JULY 31, 2022,**
- Alaska Energy Authority issues Notice of Award **AUGUST 9, 2022,**
- Alaska Energy Authority issues contract **AUGUST 22, 2022,**
- Contract start **AUGUST 24, 2022.**

This IRFP does not, by itself, obligate the state. The Authority's obligation will commence when the contract is approved by the Contract Officer, or the Chief Procurement Officer's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.13 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.

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

Alaska Energy Authority in partnership with the Alaska Wood Energy Development Task Group (AWEDTG) solicits “Statements of Interest” from Alaska communities wishing to explore the feasibility of installing community heating projects. Projects may displace fossil fuels through direct combustion of wood (logs, chunks, chips, bark, sawdust, pellets etc.). Projects will be for heating applications in schools, other public facilities/buildings, and buildings owned and operated by not-for-profit organizations, federally recognized tribes, corporations, commercial enterprises, and for-profit entities. The goal is to identify cost-effective heating projects that will displace fossil fuels with wood and/or wood residues. As implied above, in past years AWEDTG has selected community projects for advancement from a list of pre-submitted Statements of Interests from Alaska communities wishing to have preliminary feasibility studies performed in their localities. This round however, communities will be advanced as individual Statements of Interest are submitted. Therefore, this RFP will select for and create a pool of offerors competent and willing to perform the preliminary feasibility studies contingent upon when the work becomes available; with communities disbursed to the offerors as they apply and work by selected contractors authorized on a Notice to Proceed (NTP) basis. **Offerors that have responded to AWEDTG Request for Proposals (RFP) in the past should note this difference.**

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Alaska Energy Authority and the Alaska Wood Energy Development Task Group (AWEDTG) are soliciting proposals from interested contractors, consultants and qualified firms. Once the selected proposals receive a Notice to Proceed (NTP) they can begin the scope of work. The successful contractor will be required to meet monthly via teleconference with AEA and members of the AWEDTG to provide updates, progress reports and a quick briefing. The AEA project manager will provide the contractor with the community name, the contractor will then provide a cost estimate and an NTP will be issued.

For the preliminary feasibility study and final report to be considered complete it must reference all sections in the scope of work as presented below. AEA and AWEDTG strongly encourage the successful offeror to reference previously completed preliminary feasibility reports and to follow similar layout and formatting. Example reports can be found at: (<https://www.akenergyauthority.org/What-We-Do/Alternative-Energy-and-Energy-Efficiency-Programs/Biomass/Pre-Feasibility-Studies>)

1. **Initial Facility Review & Preliminary Site Investigation:**

1. Complete the AWEDTG Field Data Sheet for each facility. The Field Data Sheet can be found in Appendix 1, sources include the AWEDTG Statement of Interest, direct conversations with the applicant, and field data collection.
2. Document existing issues related to the heating system.
3. Preliminary Site Investigation to include the following:
 - a) Available space (within existing structures or space for newly constructed building)
 - b) Street access and space available for fuel storage and deliveries
 - c) Any building or site constraints (i.e. topography, permitting, historical preservation, etc.)
 - d) Investigate the current heating system to determine steps to integrate a biomass system and estimate proper size of biomass heating system to meet needs of facility
 - e) Formulate options for installing a biomass energy system. This may include generating an assessment of one or more options and/or scenarios for different types of technologies, wood fuels, and/or financial scenarios.

2. **Community Meeting.** Consultants are to conduct a meeting with relevant stakeholders while at the site to discuss how wood energy works, the specific building/project being addressed, and to answer questions.

3. **Preliminary Cost Estimating.** Consultants shall provide preliminary cost estimates for installing a biomass energy system on site. Also state assumptions used for the estimates. Total project cost estimates will include, at minimum, a cost breakdown of:

- a) Design and engineering
- b) Fees and permitting
- c) Mechanical integration to existing or new HVAC system including thermal storage
- d) Biomass energy unit (boiler or furnace package)
- e) Structure to house biomass energy unit, conveyance and fuel storage (as needed)
- f) Emission controls (if required)
- g) BTU Meters (if required)
- h) Other equipment, materials, and construction costs
- i) Contingency allowance

4. Economic Analysis. Consultant shall perform twenty-year life Benefit/Cost Ratio analysis that incorporates, at a minimum:
 - a) Baseline data on existing heating system (i.e. fossil fuel costs/unit, average annual fuel usage, average annual heating costs)
 - b) Projected volume of wood fuel required to meet heat demand. AWEDTG will provide conversions to assure consistency in the reports.
 - c) Estimated wood fuel cost per unit and annually
 - d) Total project cost
 - e) Non-fuel O&M estimates
 - f) Projected savings, cash flow analysis, simple payback, and B/C ratio.
 - g) For public schools, provide a life cycle cost analysis that meets the requirements of the Department of Education and Early Development. The handbook can be found at:
<https://education.alaska.gov/facilities/facilitiescip#CostModel>

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately **AUGUST 24, 2022**, for **1 YEAR WITH 4 OPTIONS FOR ONE YEAR RENEWALS**.

The approximate schedule for each feasibility study is as follows:

AEA Project/Contract Manager issues NTP: Day 1, Anticipate First NTP August 24, 2022

Contractor work period 1 month, First feasibility study **AUGUST 24, 2022** to **SEPTEMBER 16, 2022**,

Contractor submits first draft two weeks from start of NTP to AEA, first study **SEPTEMBER 7, 30**,

First draft review by state within 5 business days, first study review **SEPTEMBER 14, 2022**

Draft back to contractor for revision as required, Contractor submits final report **WITHIN ONE WEEK, FIRST FINAL REPORT SEPTEMBER 21, 2022**.

Unless otherwise provided in this IRFP, the State and the successful offeror/contractor agree: (1) that any extension 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) the procurement officer will provide written notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 3.03 DELIVERABLES

Upon issuance of a Notice to Proceed (NTP), the consultant will be required to provide the following deliverables for each site? :

1. **Final Report:** The final report will be separated into two sections. One section will cover site specific analysis technical, economic, and fuel availability/forest conditions. The second section will consist of general biomass educational information. It is imperative that the report is written in such a way that it can be read and understood by laypeople. The report will include:
 - a) Executive summary of the preliminary assessment
 - b) Site features and opportunities and obstacles identified
 - c) Various technology or installation options assessed, if more than one

- d) General perspectives of the assessment results, project viability, and recommended next steps
- e) Financial analyses of all assessed options in easy-to-understand spreadsheet formats
- f) Forest resource and fuel availability assessments
- g) Findings summarized in the attached format (attach summary file)
- h) General biomass technology information (same for every report)
- i) Attach any forest stewardship plans, if available

2. Reviewed Final Report Submitted to both facility and AEA/AWEDTG. AWEDTG will review final reports and submit requested modifications or edits within two weeks of the offeror's final report submission to AEA. Offeror must address and revise any items noted by AWEDTG and submit an updated Final Report.

The reviewed and revised final report will be submitted to both the facility and AEA/AWEDTG. The consultant will provide one hard copy and one electronic copy as PDF to the facility, and one electronic copy to AEA. The consultant may be asked to make a joint presentation to facility staff and AWEDTG

3. Teleconference with facility and AWEDTG representatives. After the final report has been finalized and sent to the community, the consultant will hold a teleconference with the community to answer any questions on the study. This teleconference will be conducted with an AWEDTG representative in attendance as well.

SEC. 3.04 CONTRACT TYPE

This contract is Cost +Fixed Fee contract. Offeror will submit a fixed fee for the cost of producing a report for the contract and purposes of review. Travel to each site will be based on cost and will be submitted with a proposal for a specific site.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

Initial Facility Reviews, Preliminary Site Investigation, & Community Meeting: 30% of total payment received upon completion of task

- a) Complete the AWEDTG Field Data Sheet for each facility
- b) Document existing issues related to the heating system
- c) Conduct informational meeting while in the community, if feasible
- d) Preliminary Site Investigation to include the following (Use Field Data Sheet):
 - i) Available space (within existing structures or space for newly constructed building)
 - ii) Street access and space available for fuel storage and deliveries
 - iii) Any building or site constraints (i.e. topography, permitting, historical preservation, etc.)
 - iv) Investigate the current heating system to determine steps to integrate a biomass system and estimate proper size of biomass heating system to meet needs of facility
 - v) Formulate options for installing a biomass energy system. This may include generating an assessment of one or more options and/or scenarios for different types of technologies, wood fuels, and/or financial scenarios. Consultants are to conduct a meeting with relevant stakeholders while at the site to discuss how wood energy works, the specific project and/or buildings addressed in the study, and to answer questions.

Final Report Draft: 30% of total payment received upon completion of task

Final report will be separated into two sections. One section will cover site specific analysis including technical, economic, and fuel availability/forest conditions. The second section will consist of general biomass educational information.

The report will include:

- a) Executive summary of the preliminary assessment
- b) Site features and opportunities and obstacles identified
- c) Various technology or installation options assessed, if more than one
- d) General perspectives of the assessment results, project viability, and recommended next steps
- e) Financial analyses of all assessed options in easy-to-understand spreadsheet formats
- f) Forest resource and fuel availability assessments
- g) Findings summarized in the attached format (attach summary file)
- h) General biomass technology information (same for every report)
- i) Attach any forest stewardship plans if available

Reviewed Final Report Submitted to both facility and AEA/AWEDTG & Teleconference conducted: 40% of total payment received upon completion of task.

AWEDTG will review final reports and submit requested modifications or edits within two weeks of the offeror's final report submission to FEDC. Offeror must address and revise any items noted by AWEDTG and submit an updated Final Report. The review and revised final report will be submitted to both the facility and AEA/AWEDTG. The consultant will provide one hard copy and one electronic copy as PDF to both entities. The consultant may be asked to make a joint presentation to facility staff and AWEDTG. After the final report has been finalized and sent to the community, the consultant will hold a teleconference with the community to answer any questions on the study. This teleconference will be conducted with an AWEDTG representative in attendance as well.

SEC. 3.06 PROMPT PAYMENT FOR STATE PURCHASES

Not Applicable

SEC. 3.07 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Executive Director of Alaska Energy Authority or their designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

SEC. 3.08 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed **WILL BE PROVIDED TO THE CONTRACTOR PRIOR TO REQUEST FOR PROPOSAL AND AN NTP BEING ISSUED.**

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

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for **NUMBER** person(s) to make **NUMBER** trip(s) to **LOCATION**. Travel to other locations will not be required.

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

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

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

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

SEC. 3.09 THIRD-PARTY SERVICE PROVIDERS

Not Applicable.

SEC. 3.10 SUBCONTRACTORS

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

Subcontractor experience **SHALL be** considered in determining whether the offeror meets the requirements set forth in **SEC. 1.04 PRIOR EXPERIENCE**.

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

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

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

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

SEC. 3.11 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.12 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.13 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. 3.14 CONTRACT PERSONNEL

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

SEC. 3.15 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

The contractor will not commence additional work until the procurement officer has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Executive Director of Alaska Energy authority or their designee.

SEC. 3.16 NONDISCLOSURE AND CONFIDENTIALITY

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

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

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives

no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

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

SEC. 3.17 INDEMINIFICATION

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

SEC. 3.18 INSURANCE REQUIREMENTS

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

Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, 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. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

SEC. 3.19 TERMINATION FOR DEFAULT

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

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

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

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

SEC. 4.02 INTRODUCTION

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

Proposals must confirm that the offeror will comply with all provisions in this IRFP; and, include an Alaska business license number. There shall be a statement confirming the proposal is valid for 30 days from the receipt of proposals, and include a statement with regards to any perceived conflicts of interest. 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 OF THE PROJECT

Offerors must provide comprehensive narrative statements and/or examples of past accomplishments that illustrate their understanding of the requirements of the project and the project schedule.

SEC. 4.04 METHODOLOGY USED FOR THE PROJECT

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

SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

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

SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

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

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.

Offerors must provide reference names and phone numbers for similar projects the offeror's firm has completed. **Each offeror must provide a sample of a previous study completed by the offeror.**

SEC. 4.07 COST PROPOSAL

Cost proposals from the offeror must include a detailed breakdown of the costs of work necessary to complete each task outlined in the scope of work for each cluster being considered by the offeror.

SEC. 4.08 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. 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 RESTATEMENT OF SERVICES (5%)

Attach a restatement of the proposed agreement which outlines its objectives and scope as perceived. Do not repeat the Scope of Work, but elaborate on the tasks, conditions, or other specifics deemed significant and necessary to demonstrate a complete understanding of the technical and substantive issues to be addressed.

SEC. 5.02 METHODOLOGY AND MANAGEMENT (15%)

Attach a description of your approach to performing the proposed agreement. Include a detailed description of services to be provided and constraints (procedures, time, money, personnel, equipment, etc.) to be offered. Describe the manner in which the analysis/analyses will be prepared, intended data sources, assumptions, methodology, and expected margin of error for any estimated results. Attach a management plan which describes the organization and management processes of your firm and a specific outline of the structure and responsibilities of the proposed project staff. The plan should answer the questions: Who will have overall responsibility for the project? Who will be assigned to specific portions of the project? Discuss how this project fits into the current and future commitments of your firm.

SEC. 5.03 PROPOSED STAFF, QUALIFICATIONS AND EXPERIENCE (25%)

Proposed key personnel who would have major responsibilities for performance of the services required. b. Individual's function, and Alaska Registration Number, if an architect, engineer, or land surveyor. List any special certificates and/or training germane to the discipline of submittal. Include information concerning the qualifications and experience of each individual listed. Each should be described in terms of his or her educational, managerial and substantive experience relevant to the proposed agreement, position in the firm, relevant biomass-specific experience, and relevant projects that she/he has worked on and the extent of responsibilities, substantive and/or administrative.

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (20%)

Include information which demonstrates that the proposed firm(s) have adequate qualifications and experience to provide the services required. Project summaries should be brief, emphasizing their relevance to the proposed agreement. They should identify a contact person, giving name, telephone number, and address as well as describing the products, services, dates involved, and costs of the projects.

SEC. 5.05 SPECIAL QUALIFICATIONS (5%)

Attach a narrative discussion and/or materials which show reasons why the firm submitting this proposal is especially qualified to undertake the agreement. Information provided would include, but not be limited to, such data as specialized training, specialized equipment available, any awards or recognition received by a firm or individuals for similar services and special approaches or concepts developed by the firm(s) relevant to the required services, including if possible, services involving the evaluation of biomass energy systems. Information provided in response to this criterion shall be supplementary to that attached for specific response to other criteria.

SEC. 5.06 COST PROPOSAL (40%)

Based on the overall project parameters provided under the scope of work contained within this RFP, present a work plan for the project. This work plan should describe, in some detail, the offeror's approach to the project.

That should include a proposed project timeline, conceptual approach to the overall project, and specific approaches and estimated cost requirements that will be used to generate results for each of the items in the scope of work.

The offeror will need to provide a fixed fee for the production of reports to use for evaluation. Include an hourly rate price list for staff that will travel to the site for evaluation.

Overall, a minimum of 40% of the total evaluation points will be assigned to cost.

The lowest cost proposal will receive the maximum number of points allocated to cost. (see attached Cost Proposal Form).

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 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 Preference 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 state'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. 6.02 SITE INSPECTION

The state 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 state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

SEC. 6.03 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or

substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

SEC. 6.04 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.05 EVALUATION OF PROPOSALS

The procurement 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 IRFP, 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. 6.06 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the **REDOUBT** conference room on the **1ST** floor of the **AIDEA/AEA** Building 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. 6.07 FAILURE TO NEGOTIATE

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or

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

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

SEC. 6.08 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.09 PROTEST

2 AAC 12.695 provides that an interested party may protest the content of the IRFP or the award of a contract.

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 the issuance of a contract solicitation, the award of a contract, or the failure to award a contract.”

Per 2 AAC 12.695, an interested party must first attempt to informally resolve the dispute with the procurement officer. If that attempt is unsuccessful, the interested party may file a written protest to the solicitation or the award of the contract. The protest must be filed with the Commissioner of the purchasing agency or the Commissioner’s designee. The protester must also file a copy of the protest with the procurement officer. The protest 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.

If an interested party wishes to protest the content of a solicitation, the protest must be filed before the date and time that proposals are due.

If an offeror wishes to protest the award of a contract not greater than \$50,000, the protest must be filed within 10 days from the date of the solicitation or award, whichever is later.

If an offeror wishes to protest the award of a contract greater than \$50,000, the protest must be filed within 10 days from the date that notice of award is made.

A protester must have submitted a proposal in order to have sufficient standing to protest the award of a contract.

The procurement officer shall immediately give notice of the protest to the contractor or, if no award has been made, to all offerors who submitted proposals.

If the protestor agrees, the Commissioner of the purchasing department or the Commissioner’s designee may assign the protest to the procurement officer or other state official for alternate dispute resolution. In other cases, the Commissioner or the Commissioner’s designee may issue a decision denying the protest and stating the reasons for denial, issue a decision sustaining the protest, in whole or in part, and instruct the procurement officer to implement an appropriate remedy, or conduct a hearing using procedures set out in AS 36.30.670(b).

SEC. 6.10 APPLICATION OF PREFERENCES

Not Applicable

Sec. 6.11 ALASKA BIDDER PREFERENCE

Not Applicable

SEC. 6.12 ALASKA VETERAN PREFERENCE

Not Applicable

SEC. 6.13 ALASKA OFFEROR PREFERENCE

Not Applicable

SEC. 6.14 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. 6.15 EXAMPLES: CONVERTING COST TO POINTS

(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 IRFP 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.

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

Offeror #3 receives 33.7 points.

\$40,000 lowest cost x 40 maximum points for cost = 1,600,000 ÷ \$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 State's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A) OR Standard Contract Form for Goods and Non-Professional Services (form SCF.DOC/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 in a separate document. Please include the following information with any change that you are proposing:

1. Identify the provision the offeror takes exception with.
2. Identify why the provision is unjust, unreasonable, etc.
3. Identify exactly what suggested changes should be made.

SEC. 7.02 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the IRFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the IRFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

SEC. 7.03 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 7.04 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 7.05 HUMAN TRAFFICKING

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

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/trafficking-in-persons-report/>

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

SEC. 7.06 RIGHT OF REJECTION

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

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

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 IRFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

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

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

SEC. 7.07 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 7.08 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.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information.

If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

SEC. 7.09 ASSIGNMENTS

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 7.10 DISPUTES

A contract resulting from this IRFP 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 state by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 7.11 SEVERABILITY

If any provision of the contract is found to be invalid or 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. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.06 RIGHT OF REJECTION**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this IRFP or that diminish the state's rights under any contract resulting from the IRFP, 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 IRFP, the term or condition of the IRFP will prevail; and

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

SEC. 7.13 FEDERALLY IMPOSED TARRIFFS

Changes in price (increase or decrease) resulting directly from a new or updated Federal Tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The Contractor must promptly notify the Procurement Officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the Procurement Officer.
- **After-imposed or Increased Taxes and Duties:** Any Federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;

- b) The contractor warrants, in writing, that no amount of the newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in Federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Procurement Officer.
 - **State's Ability to Make Changes:** The State reserves the right to request verification of Federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
 - **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SECTION 8.ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

- 1) Cost Proposal
- 2) Standard Agreement Form - Appendix A