

# STATE OF ALASKA REQUEST FOR PROPOSALS



ALASKA ENERGY AUTHORITY



## BULK FUEL INVENTORY & ASSESSMENT RFP 23039

ISSUED SEPTEMBER 22, 2022

INVENTORY BULK FUEL INFRASTRUCTURE IN ALL ELIGIBLE COMMUNITIES RESULTING IN A STATEWIDE RANKING OF COMMUNITY BULK FUEL INFRASTRUCTURE DEFICIENCIES, AND ACTIVE DATABASE FOR ONGOING FACILITY RANKINGS AS UPDATED ASSESSMENTS ARE COLLECTED.

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ISSUED BY:

ALASKA ENERGY AUTHORITY (AEA)

PRIMARY CONTACT:

SELWIN RAY

SRAY@AKENERGYAUTHORITY.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 RFP

The Alaska Energy Authority (AEA), (hereafter known as the Authority), in order to comply with the requirements of 3 AAC 108.110 to provide for a current evaluation and rank of deficiencies for bulk fuel upgrades, will solicit proposals from qualified Proposers to complete a Bulk Fuel Inventory and Assessment.

The purpose of the contract resulting from this solicitation is to gather required data, by the means of site visits and completion of electronic ArcGIS Survey, to inventory and assess existing bulk fuel infrastructure in approximately 183 communities. The project will result in a ranked list of infrastructure to be used when prioritizing available funding. Inventory will include all significant components of bulk fuel facility, and assessment will result in score for facility health, and remaining useful life. The assessment will also include 3D images of the facility to the extent possible.

### SEC. 1.02 BUDGET

Alaska Energy Authority estimates a budget of between **\$800,000** and **\$2,000,000** dollars for completion of this project. Proposals will include an hourly rate which shall be translated into a rough estimated rate for a generic rate for field operations to be considered with technical proposal (see Attached Cost Proposal Form.

Payment for the contract is subject to funds already appropriated and identified. Additional funds may be added to this contract as available.

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2 PM** prevailing Alaska Time on **OCTOBER 13, 2022**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

### SEC. 1.04 PRIOR EXPERIENCE

Offeror's interested in responding to this request must provide Evidence in their proposal that meet the following minimum requirements to be considered:

- The Offeror must show in their proposal they have ten years of experience and knowledge in analyzing and assessing the conditions of the mechanical and electrical equipment, along with building system components used in rural Alaska bulk fuel facilities;
- The Offeror must show in their proposal they have ten years of experience in bulk fuel storage and dispensing systems, gathering data, and establishing condition inventory lists of equipment;
- The Offeror must show in their proposal they have two years of experience and knowledge in accurately and efficiently collecting information for inventorying and tracking systems.

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

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.

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

Contract Officer: **SELWIN RAY** – PHONE **907-771-3035** - FAX **907-771-3044** - TDD **800-770-8973**- [EMAIL-aeaprocurement@akenergyauthority.org](mailto:aeaprocurement@akenergyauthority.org)

## 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. 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 RAY**

Request for Proposal (RFP) Number: **23039**

RFP Title: **BULK FUEL INVENTORY AND ASSESSMENT**

**813 W. NORTHERN LIGHTS BLVD**

**ANCHORAGE, AK 99503**

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

**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 **AEAPROCUREMENT@AKENERGYAUTHORITY.ORG** as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf”. 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 **907-771-3000** to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

## SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

### a) PRIOR MINIMUM EXPERIENCE

Offeror's interested in responding to this request must provide Evidence in their proposal that meet the following minimum requirements to be considered:

- The Offeror must show in their proposal they have ten years of experience and knowledge in analyzing and assessing the conditions of the mechanical and electrical equipment, along with building system components used in rural Alaska bulk fuel facilities;
- The Offeror must show in their proposal they have ten years of experience in bulk fuel storage and dispensing systems, gathering data, and establishing condition inventory lists of equipment;
- The Offeror must show in their proposal they have two years of experience and knowledge in accurately and efficiently collecting information for inventorying and tracking systems.

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.

### 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 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.

**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 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 RFP**

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

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. 1.12 RFP SCHEDULE**

RFP schedule set out herein represents the state’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.

<b>ACTIVITY</b>	<b>TIME</b>	<b>DATE</b>
Issue Date / RFP Released		9/22/2022
Pre-Proposal Conference	2 PM	9/27/2022
Deadline for Receipt of Proposals / Proposal Due Date	2 PM	10/13/2022
Proposal Evaluations Complete		10/21/2022
Notice of Intent to Award		10/28/2022
Contract Issued		11/9/2022

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Executive Director of AEA, or the Director’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 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at **2 PM**, Alaska Time, on **9/27/2022 VIA MS TEAMS**:

#### **Microsoft Teams meeting**

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 293 572 259 119

Passcode: GtMRG6

[Download Teams](#) | [Join on the web](#)

#### **Or call in (audio only)**

[+1 907-313-5807,,103554393#](#) United States, Anchorage

Phone Conference ID: 103 554 393#

[Find a local number](#) | [Reset PIN](#)

The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

### 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 director.



## SECTION 2. BACKGROUND INFORMATION

### SEC. 2.01 BACKGROUND INFORMATION

The Alaska Energy Authority (AEA) Bulk Fuel Upgrade (BFU) program provides for capital improvements and technical assistance to eligible rural Alaskan communities. This assistance is provided with the goal to eliminate hazards, enhance efficiency, increase reliability, and comply with regulations.

3 AAC 108.110 (Eligibility for and Authority Prioritization of Assistance) states that “...facilities , municipalities, school districts, unincorporated villages, community associations, Native corporations, councils organized under 25 U.S.C. 476, traditional councils, and other persons providing power or fuel to the public in one or more communities...” are eligible for assistance from the Authority.

To prioritize its assistance for power system upgrades, the Authority must evaluate and rank deficiencies and needs for upgraded community power systems in each community in the state that:

1. Has a population of at least 20 but less than 2,000;
2. Is not predominantly a military or industrial site;
3. Has significant bulk fuel storage needs; and
4. Is either located off an interconnected road system or, if located on an interconnected road system, is more than 20 miles from Anchorage, Fairbanks, Juneau, Kenai, Ketchikan, Kodiak, Nikiski, Sitka, Soldotna, Valdez, or another major fuel distribution center.

In providing assistance under 3 AAC 108.100 - 3 AAC 108.130, the Authority will give priority to those communities found in the Authority's evaluations and rankings to have the greatest need for assistance. The Authority may revise its prioritization based on:

1. Requirements of federal or state agencies or other entities providing money;
2. The Authority's determination of a recipient's readiness to proceed with the project;
3. The recipient's ability to meet conditions for assistance under 3 AAC 108.120; or
4. Cost-effectiveness factors.

The Authority may reevaluate and modify its evaluations and rankings based on changed assumptions or new information. The Authority will publish and periodically update its rankings on its Internet web site.

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

The Alaska Energy Authority (AEA) is soliciting proposals for **BULK FUEL TANK FARM INVENTORY AND ASSESSMENT**.

The purpose of this project is to gather required data, by the means of site visits and completion of electronic ArcGIS Survey, to inventory and assess existing bulk fuel infrastructure in approximately 183 communities. The project will result in a ranked list of infrastructure to be used when prioritizing available funding. Inventory will include all significant components of bulk fuel facility, and assessment will result in score for facility health, and remaining useful life. The assessment will also include 3D images of the facility to the extent possible.

#### TASKS:

1. Within ten (10) days of contract award, the Contractor shall submit a draft plan and schedule to the Authority project manager for review and approval.
2. Within thirty (30) days of contract award, the Contractor shall submit a detailed plan and schedule to the Authority project manager for review and approval.
3. The Contractor shall work with Authority's project manager on the finalized format of the digital Inventory and Assessment Survey and related photographs. Note that a separate contract has been awarded for the development and creation of digital Inventory and Assessment forms, related database and reports.
4. The Contractor shall coordinate with communities in advance. Communities must be notified and agree to allow the Contractor access to their facility. The Contractor will submit updated schedules as needed to keep the Authority informed of the Contractor's latest itinerary.
5. The Contractor shall arrange their own travel, lodging and local transportation.
6. The Contractor shall make at least three (3) pilot site visits to individual villages to complete an Assessment and Inventory with photographs for each facility in the village. The Authority staff may accompany the Contractor on the pilot surveys. The completed Inventory and Assessment for each facility shall be submitted to the Authority project manager for verification of format and accuracy. The Project Manager will review the Assessment and Inventory, and notify the Contractor of any revisions or comments for future submittals.
7. Once travel begins, the Contractor shall submit completed digital Inventory and Assessments with photographs no later than two (2) weeks after collection for review. The Contractor shall allow the Authority five (5) days to review and make comments. The Contractor will then make revisions as required, to include a potential return to the village if the survey results are determined to be unacceptable.
8. Contractor shall upload each completed Inventory and Assessments with each of their payment applications.
9. The Contractor shall submit a revised and updated schedule with each of their payment applications.
10. The Contractor shall provide an updated status report, noting any issues, with each of their payment applications.
11. Upon Project Manager's final review of Inventory and Assessment, the Contractor shall schedule any required additional site visits to address Inventory and Assessment deficiencies.
12. Before the Contractor's final payment and project closeout the Contractor shall provide:
  - a. A USB 3.0 thumb drive or USB 3.0 portable hard drive with:
    - i. All completed Inventory and Assessment Surveys.
    - ii. All completed properly labeled digital photographs.
    - iii. All completed 360-degree imaging (if awarded).

- iv. A copy of the most current Image Management Platform, software, licensing, and administrative usernames and passwords.
  - v. Copy of the most current standalone offline capable Image Management Platform software.
- b. The Contractor shall present the final completed Inventory and Assessment at AEA's office. AEA will provide large screen monitor and conference room for Contractors use.

## PHOTOGRAPHY AND 360 DEGREE IMAGING

Contractor shall provide the following:

1. Provide high-resolution digital photographs of each facilities equipment as required as part of the ArcGIS Survey. Photographs collected outside the survey software shall be labeled consistently with a unique naming convention that indicates the community, specific equipment, and date. All digital photo's shall be delivered in the JPG format
2. Provide a 360 degree imaging and related image management platform of each facility, to the extent possible and as directed by the Project Manager.
3. 360 degree imaging shall include all equipment within the facility. This will typical include foundation, structure, surroundings, each tank, walkways, face and internals of control panels, dispensers, pumps, fencing, tank appurtenances, and major equipment not previously captured in other 360-degree images.
4. Examples of 360 imaging within an image management platform of a Bulk Fuel Facility in Scammon Bay generation modules can be accessed via the web here:
  - a. <https://my.matterport.com/show/?m=cbC2Pbp3Pbu>
    - i. *Note that this image includes flags and annotation which are not required in this project.*
  - b. <https://my.matterport.com/show/?m=9rYHY29Py7z>
    - i. *Note that this image includes flags and annotation which are not required in this project.*
  - c. Photography Equipment
    - i. Digital Photography
      - i. Digital Camera minimum sensor resolution of 12 megapixels.
      - ii. Format 4000 by 3000 pixels with same aspect ratio as sensor
    - ii. 360 Degree Imaging
      - i. Field of View: Camera shall be capable of producing photographs with a field of view of at least 360 by 270 degrees without fish eye distortion.
      - ii. Exposure Compensation: Camera shall be capable of compensating for extremes in photographic exposure due to challenging lighting situations via high-dynamic-range (HDR) imaging techniques.
      - iii. Quality: Final image files shall be no less than 50 megapixels and no more than 5 megabytes. Typically, this is accomplished by using a single camera with four (4) or more separate lenses and sensors.
      - iv. Leica BLK360 Pro, or approved equal

## IMAGE MANAGEMENT PLATFORM

1. Image Management Platform shall be Matterport. The Contractor shall work with the Authority to coordinate with the exiting platform maintained by the Authority.

## ADDITIONAL SERVICES

1. Additional communities requiring Assessment and Inventories may be added based on available funding.

## OTHER TERMS OR CONDITIONS

1. The Contractor will be available by telephone, email and in person to the project manager throughout the contract period.
2. The Contractor will be responsible for having all necessary equipment and other resources to perform the tasks.
3. Unless the Contractor provides written notice to the Project Manager, all work being performed will be considered within the scope of the contract. The Contractor will not be reimbursed for any additional work or time unless it is approved in advance by a written Amendment to this contract.

## SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately **November 8, 2022**, until completion, approximately **December 31, 2023**. The contract may be extended based on available funding and contractor performance. The Authority may award more than one contract.

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

Below is a tentative contract schedule and deliverables based on a Sept 1, 2022 contract start date. Proposals should include a schedule that at a minimum identifies the deliverables noted, proposed start and completion dates by community category, and address any assumptions or expectations they have for the Authority.

ACTIVITY	DATE
Draft Schedule & I&A Comments	11/30/2022
Initial Community site visits & Pilot Surveys	12/15/2022
Finalize I&A Survey	12/30/2022
Final Schedule & 2023 plans	1/31/2023
Complete I&A Surveys	11/31/2023
Project closeout & final invoice no later than	12/31/2023

## SEC. 3.04 CONTRACT TYPE

This contract is a **TIME AND MATERIALS** contract with the field rate for survey collection set as part of this proposal. AEA intends to negotiate to maximize the total number of communities assessed based on available funding.

## SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The Authority will make payments based on a negotiated payment schedule. Each billing must consist of an invoice, a revised schedule, updated status report noting any issues, and electronic copy of completed Inventory and Assessments.

No payment will be made until the progress report and invoice has been approved by the project manager.

**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 the Director's designee. 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. 3.08 MANDATORY REPORTING**

The contractor must provide a quarterly usage report to the procurement officer in an electronic format (Excel). The report must contain at least the following information: purchasing entity, description of items and/or services purchased, date of purchase, contract price, retail price, extended contract and retail price, and savings.

These reports are due 30 days after the end of each quarter. The contractor’s failure to provide these reports as required may result in contract default action.

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

Any quarter with zero sales must be reported as zero sales. This may be done via email to the procurement officer.

**SEC. 3.09 LOCATION OF WORK**

The location(s) the work is to be performed, completed and at the contractor’s place of business

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

The Contractor will be expected to coordinate and gather information from various village utilities, and cooperatives throughout the State of Alaska.

The Contractor will participate in project meetings in Anchorage with AEA staff at the AEA office building as well as online through Microsoft Teams.

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.

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

**SEC. 3.10 THIRD-PARTY SERVICE PROVIDERS**

Not Applicable.

### **SEC. 3.11 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 MINIMUM 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 Authority'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
- 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 Authority 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.

### **SEC. 3.12 JOINT VENTURES**

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement which identifies the principals involved and their rights and responsibilities regarding performance and payment.

### **SEC. 3.13 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. 3.14 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. 3.15 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. 3.16 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 director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director or procurement

officer may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

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

### **SEC. 3.17 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS**

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

The contractor will not commence additional work until the project director has secured any required Authority approvals necessary for the amendment and issued a written contract amendment, approved by the Executive Director of Alaska Energy Authority or the Director's designee.

### **SEC. 3.18 NONDISCLOSURE AND CONFIDENTIALITY**

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

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

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

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. 3.19 INDEMNIFICATION**

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

### **SEC. 3.20 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.

Denali Commission shall be named as an Additional Insured on the Liability Insurance Policy of the General Contractor.

### **SEC. 3.21 TERMINATION FOR DEFAULT**

If the project manager or contract 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 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 7. ATTACHMENTS**.



## SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as their proposal. An electronic copy of the forms is posted along with this RFP. Offerors shall not re-create these forms, create their own forms, or edit the format structure of the forms unless permitted to do so.

Unless otherwise specified in this RFP, the Submittal Forms shall be the offeror's entire proposal. Do not include any marketing information in the proposal.

**Any proposal that does not follow these requirements may be deemed non-responsive and rejected.**

### SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

The offeror must ensure that their proposal meets all special formatting requirements identified in this section.

**Documents and Text:** All attachment documents must be written in the English language, be single sided, and be single spaced with a minimum font size of 10. Pictures or graphics may be used if the offeror feels it is necessary to communicate their information, however, be aware of the below requirements for page limits.

**Page Limits:** Some Submittal Forms listed below have maximum page limit requirements. Offerors must not exceed the maximum page limits. Note, the page limit applies to the front side of a page only (for example, '1 Page' implies that the offeror can only provide a response on one side of a piece of paper).

Submittal Form	Anonymous Document	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications		
<b>Submittal Form B – Experience and Qualifications</b>	N/A	2
<b>Submittal Form C – Understanding of the Project</b>	N/A	2
<b>Submittal Form D – Methodology Used for the Project</b>	N/A	2
<b>Submittal Form E – Management Plan for the Project</b>	N/A	2
Submittal Form F – Subcontractors		
Submittal Form G – Cost Proposal		

Any Submittal Form that is being evaluated and does not follow these instructions may receive a '1' score for the evaluated Submittal Form, or the entire response may be deemed non-responsive and rejected. Failure to submit any of the Submittal Forms will result in the proposal being deemed non-responsive and rejected.

### SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)

The offeror must complete and submit this Submittal Form. The form must be signed by an individual authorized to bind the offeror to the provisions of the RFP.

By signature on the form, the offeror certifies 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; 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.

The Submittal Form also requests the following information:

- a) The complete name and address of offeror's firm along with the offeror's Tax ID.
- b) Information on the person the state should contact regarding the proposal.
- c) Names of critical team members/personnel.
- d) Addenda acknowledgement.
- e) Conflict of interest statement.
- f) Federal requirements.
- g) Alaska preference qualifications.

An offeror's failure to address/respond/include these items may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

#### **SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)**

Offerors must provide detail on 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 along with their titles and location(s) where work will be performed.

Offerors must include a description of how many people will be sent to each village, what experience and qualifications field personnel will have, and what tasks each field personnel will accomplish.

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

**SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form.**

#### **SEC. 4.05 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)**

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and a draft project schedule. These statements should illustrate how well the offeror

understands the need for this facility inventory, and what will be done with that data, as well as the reason for the facility assessment and what will be done with each assessment.

**SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form.**

#### SEC. 4.06 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D)

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.

The Offeror should feel free to discuss additional methods or processes which may be new to Alaska or the Authority, but will meet the intent of this RFP.

**SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form.**

#### SEC. 4.07 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)

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.

Offerors must provide a work plan, complete with contingencies for overcoming expected delays, project challenges and other anticipated problems. This work plan shall also include an estimate for how many community assessments the Offeror expects to complete by the end of this contract (planned by month). *Note that the Offeror should describe the assumptions used to estimate this number, as the variety of facilities and locations are highly variable.*

**SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form.**

#### SEC. 4.08 SUBCONTRACTORS (SUBMITTAL FORM F)

If using subcontractors, the offeror must complete and submit this Submittal Form.

#### SEC. 4.09 COST PROPOSAL (SUBMITTAL FORM G)

Offerors must complete and submit this Submittal Form, see attachment #1. Proposed costs must include two hourly rates. The first rate to be considered is an hourly field rate for each individual to be sent to each village, to be summed into a single hourly rate for survey and image collection in each village. The second being a standby hourly rate for each team member, to be summed into a single hourly rate in order to account for delays incurred while traveling in rural Alaska.

Offerors must estimate the number of hours to duplicate the 3D image referenced by this proposal and complete the attached draft survey. This estimate will be used to calculate the proposal cost estimate.

The Cost Proposal is intended to simulate a community where 2 facilities are to be surveyed, and where only 1 will be photographed using a 3D camera. See Attachment #1.

Expenses associated with travel such as lodging, airfare, food, and per-diem shall be excluded from this cost proposal.

SEC. 4.10 BID BOND – PERFORMANCE BOND – SURETY DEPOSIT

*Not Applicable*

## SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

### SEC. 5.01 SUMMARY OF EVALUATION PROCESS

The state will use the following steps to evaluate and prioritize proposals:

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate specific parts of the responsive proposals.
- 3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

### SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: 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.

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria		Weight
Experience and Qualifications	(Submittal Form B)	125
Understanding of the Project	(Submittal Form C)	125
Methodology Used for the Project	(Submittal Form D)	125
Management Plan for the Project	(Submittal Form E)	125
	Total	500

Cost Criteria		Weight
Cost Proposal	(Submittal Form F)	400
	Total	400

Preference Criteria	Weight
Alaska Offeror Preference (if applicable)	100
Total	100

**TOTAL EVALUATION POINTS AVAILABLE: 1000**

**SEC. 5.03 SCORING METHOD AND CALCULATION**

The PEC will evaluate responses against the questions set out in Sections 5.04 through 5.07 and assign a single score for each section. Offerors’ responses for each section will be rated comparatively against one another with each PEC member assigning a score of 1, 5, or 10 (with 10 representing the highest score, 5 representing the average score, and 1 representing the lowest score). Responses that are similar or lack dominant information to differentiate the offerors from each other will receive the same score. Therefore, it is the offeror’s responsibility to provide dominant information and differentiate themselves from their competitors.

After the PEC has scored each section, the scores for each section will be totaled and the following formula will be used to calculate the amount of points awarded for that section:

$$\frac{\text{Offeror Total Score}}{\text{Highest Total Score Possible}} \times \text{Max Points} = \text{Points Awarded}$$

**Example (Max Points for the Section = 100):**

	PEC Member 1 Score	PEC Member 2 Score	PEC Member 3 Score	PEC Member 4 Score	Combined Total Score	Points Awarded
<b>Offeror 1</b>	10	5	5	10	30	75
<b>Offeror 2</b>	5	5	5	5	20	50
<b>Offeror 3</b>	10	10	10	10	40	100

**Offeror 1** was awarded 75 points:

$$\frac{\text{Offeror Total Score (30)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (75)}$$

**Offeror 2** was awarded 50 points:

$$\frac{\text{Offeror Total Score (20)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (50)}$$

**Offeror 3** was awarded 100 points:

$$\frac{\text{Offeror Total Score (40)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (100)}$$

## SEC. 5.04 EXPERIENCE AND QUALIFICATIONS

This portion of the offeror's proposal will be evaluated against the following questions:

### **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 and subcontractor (if used):**

- 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?
- d) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

## SEC. 5.05 UNDERSTANDING OF THE PROJECT

This portion of the offeror's proposal will be evaluated against the following questions:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

## SEC. 5.06 METHODOLOGY USED FOR THE PROJECT

This portion of the offeror's proposal will be evaluated against the following questions:

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology interface with the time schedule in the RFP?
- 4) Does the Offeror bring unique methods or knowledge which add value to the project?

## SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT

This portion of the offeror's proposal will be evaluated against the following questions:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) Does it appear that the offeror can meet the schedule set out in the RFP?
- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 8) To what degree is the proposal practical and feasible?
- 9) To what extent has the offeror identified potential problems?

## SEC. 5.08 CONTRACT COST (COST PROPOSAL)

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

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

### **Example (Max Points for Contract Cost = 400):**

#### **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 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

**Offeror #1 receives 400 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, 400 points.

**Offeror #2 receives 374.3 points.**

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = \mathbf{374.3}$$

**Offeror #3 receives 336.8 points.**



$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 336.8$

## SEC. 5.09 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)
- Alaska Veteran's Preference - AS 36.30.321(f)

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

## SEC. 5.10 ALASKA BIDDER PREFERENCE

Not Applicable.

## SEC. 5.11 ALASKA VETERAN PREFERENCE

Not Applicable.

## SEC. 5.12 ALASKA OFFEROR PREFERENCE

Not Applicable.

## SEC. 5.13 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will list the names of all offerors and identify the offeror selected for award.

## SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

### SEC. 6.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the project director or procurement officer. 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 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** 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. 6.03 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A. This form is attached with the RFP 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, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests

to change language in this document (adjust, modify, add, delete, etc.), 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 that the offeror takes exception with.
- 2) Identify why the provision is unjust, unreasonable, etc.
- 3) Identify exactly what suggested changes should be made.

## **SEC. 6.04 QUALIFIED OFFERORS**

Per 2 AAC 12.875, unless provided for otherwise in the RFP, 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 RFP.

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. 6.05 PROPOSAL AS PART OF THE CONTRACT**

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

## **SEC. 6.06 ADDITIONAL TERMS AND CONDITIONS**

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

## **SEC. 6.07 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. 6.08 RIGHT OF REJECTION**

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement

officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

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

Minor informalities that:

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

may be waived by the procurement officer.

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. 6.09 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. 6.10 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. 6.11 ASSIGNMENT

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

## SEC. 6.12 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 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. 6.13 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. 6.14 SUPPLEMENTAL TERMS AND CONDITIONS**

Proposals must comply with Section 6.08 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

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

### **SEC. 6.15 SOLICITATION ADVERTISING**

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

### **SEC. 6.16 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. 6.17 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. 6.18 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 RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

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

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

## SEC. 6.19 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. 6.20 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. 6.21 FEDERALLY IMPOSED TARIFFS

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.

## SEC. 6.22 PROTEST

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

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

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

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

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

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

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

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

## SECTION 7. ATTACHMENTS

### SEC. 7.01 ATTACHMENTS

**Attachments:**

- 1) Standard Agreement Form - Appendix A, Appendix B, Appendix C, Appendix D
- 2) Submittal Forms
- 3) Cost Proposal
- 4) Community List
- 5) Arc Gis Survey Outline





STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

1. Agency Contract Number		2. Solicitation No.		3. Agency Assigned Encumbrance Number	
4. Contract Title				5. Alaska Business License Number	
This contract is between <b>ALASKA ENERGY AUTHORITY</b> hereafter AEA or the Authority					
6. Contractor					Hereafter the Contractor
7. Mailing Address			Email:		
<p>8. ARTICLE 1. Appendices: <b>Appendices referred to in this contract and attached to it are considered part of it.</b></p> <p><b>ARTICLE 2. Performance of Service:</b></p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p><b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins _____, and ends _____.</p> <p><b>ARTICLE 4. Considerations:</b></p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>					
11. Authority of			Attention:		
Mailing Address			Email		
12. CONTRACTOR			13. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes		
Name of Firm					
Signature		Date			
Typed or Printed Name & Title of Authorized Representative					
13. Alaska Energy Authority					Date
		Date			

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

**Appendix A. GENERAL PROVISIONS****Article 1. Definitions.**

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

**Article 2. Inspections 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 Authority reasonably requires.

**Article 3. Disputes.**

Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with AS 36.30.620-632.

**Article 4. Equal Employment Opportunity.**

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



provisions in an 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 the Authority efforts which seek to deal with the problem of unlawful discrimination, and with all other Authority 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 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 Authority 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 contract.

**Article 5. Termination.**

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. The Authority is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

**Article 6. No Assignment or Delegation.**

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

**Article 7. No Additional Work or Material.**

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

**Article 8. Independent Contractor.**

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

**Article 9. Payment of Taxes.**

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

**Article 10. Ownership of Documents.**

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the 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, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

**Article 11. Governing Law.**

This contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

**Article 12. Conflicting Provisions.**

Unless specifically amended and approved by the Authority of Law the General Provisions of this contract supersede any provisions in other appendices. The contractor specifically acknowledges and agrees that provisions in any form contracts it appends hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska that are not conditioned on legislative appropriation, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

**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. 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 16. Contract Personnel**

The Authority reserves the right to approve or disapprove any change in the successful Offeror's project team members whose participation in the project is specifically offered in the proposal. Similarly, changes in the amount of participation by key project members will require AEA approval. This is to ensure that persons with vital experience and skill remain fully involved in the project.

Requests for any change in contractor personnel shall be submitted in writing to the Authority for the Authority's review and sign-off before the change is made. Contractor personnel changes not approved by the Authority may be cause for the Authority to terminate the contract.

**Article 17. Subcontractors**

The Authority must approve the use or replacement of subcontractors. The Contractor must provide a list of potential subcontractors, a one-page resume for each subcontractor including brief descriptions of previous work, and three references. Replacement of subcontractors may only be made in accordance with approval of the Project Manager and the terms of the final negotiated contract.

**Article 18. Contract Invalidation**

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

**Article 19. Termination for Default**

If the Contractor refuses or fails to perform the work, or any separable part thereof, with such diligence as will ensure its completion within the written contracted time frame, the Authority may, by written notice to the Contractor, terminate the right to proceed with the work or such part of the work as to which there have been delays. This clause does not restrict AEA termination rights under the general contract provisions of Appendix A, which is attached to this RFP in the contract documents package.

**Article 20. Conflict of Interest**

The Contractor may be precluded from participating in future projects during the period of the contract if the Authority determines that such work is in conflict with the performance of this contract and would result in a financial benefit to the Contractor.

**Article 21. News Releases**

News releases pertaining to the contract shall not be made without prior approval of the Project Manager. The Contractor will be required to coordinate with Project Manager before making any response to a request for information regarding any work or work products related to this contract.

**Article 22. Contract Changes**

During the course of performing the work required by this contract, the Contractor may be requested to perform additional work within the general scope of the contract.

When additional work is required, the Project Manager shall send to the Contractor a description of the work to be accomplished and request that a proposal be offered within a given time period. No additional work shall commence by the Contractor without an approved written contract amendment by the Procurement Officer.

**Article 23. Confidentiality and Ownership of Documents**

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 Authority 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 (i) 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 (ii) 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.).



**Article 24. Reimbursement to the Authority for Unacceptable Deliverables**

The Contractor is responsible for quality, occurrence and completion of all work identified by the contract. All work shall be subject to evaluation and inspection by the Authority at all times to assure satisfactory progress, to be certain that work is being performed in accordance with the contract specifications, terms and conditions, and to determine if corrections and modifications are necessary. Should such inspections indicate substantial failure on the part of the Contractor, the Authority may terminate the contract for default. Furthermore, the Authority may require the Contractor to reimburse any monies paid (pro rata based on the identified proportion of unacceptable products received) and any associated damage costs.

**APPENDIX B INDEMNIFICATION AND INSURANCE B1****Article 1. Indemnification**

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

**Article 2. Insurance**

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

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

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

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



## *Appendix C Description of Services*

*Should there be a conflict among documents, the following order of precedence shall govern the resolution of conflicts:*

*First, this contract document, Second, the RFP 23039 Third, Proposal.*

### **SCOPE OF WORK**

This document does not and is not intended to include or address every item that will be included or addressed in the contract for professional services.

The base period of this contract shall be from date of \_\_\_\_\_,

RFPs for specific services will be issued to the selected term contractor(s) as need arises.

### **ADMINISTRATIVE REQUIREMENTS**

The Contractor shall not perform services or incur billable expense except as authorized by issued Notice to Proceed (NTP).

The Contractor shall be responsible for all tasks and services authorized by the Notice to Proceed (NTP) signed by the designee established by the Authority, and shall provide such services in accordance with the project schedule.

Submittal Requirements. Deliverables shall be compatible with standard commercial software, and submitted in PDF.

AEA reserves the right to amend the contract for the addition of as-needed tasks and extend the period of performance.



## Appendix D Payment for Services

Payment for services provided shall not exceed \$xxx,xxx.xx for the period of performance of this contract.

Services on this contract shall be billed according to the following:

Name	Job Function	Hourly Billing Rate

Loaded rate caps are fixed until xxxxx. Labor billing rates are based on a fixed multiplier with a xxx profit on the burdened costs.

Component	% Direct Costs
-----------	----------------

### **Invoicing**


The Contractor will submit monthly invoices detailing services performed in accordance with Appendix C.

The invoice must:

- reference the Contractor's name, address and phone number
- reference the contract number: 23039
- include an invoice number
- Reference AEA
- itemize the contractual services provided during the period invoiced as described in Appendix C

The Contractor shall submit invoices to the address specified no later than 30 days after the end the period for which services were performed. Failure to include the required information on the invoice may cause an unavoidable delay to the payment process. AEA will pay all invoices within thirty (30) days of invoice approval by the Project Director.

**Notwithstanding any other provision of this contract, it is understood and agreed that AEA shall withhold payment at any time the Contractor fails to perform work as required under Appendix C and/or D of this contract.**

 ALASKA ENERGY AUTHORITY		<b>NOTICE TO PROCEED &amp; BILLING SUMMARY</b>			NTP No: #REF! Agreement No: #REF! Accounting Ref No.: #REF! Contract Expiration Date: #REF!	
For: #REF!		#REF! #REF!				
Contractor: #REF! Project Title: #REF! Category of Services: #REF!				NTP Completion Date: #REF! Amount of this NTP/Amend.: #REF! Method of Payment: #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 Paymen	This Billing	Total To - Date
<b>Total Amount Authorized for All Groups</b>			\$0.00			
<b>Sum of Prior APPROVED Payments</b>				0.00		
<b>Sum for THIS INVOICE</b>					0.00	
<b>Sum of Prior Payments and this Invoice</b>						0.00
<b>Balance of Authorized Amount</b>						\$0.00
				<b>Payment Request &amp; Certification: (Contractor)</b>		
				Signature	Date	
<b>Department of Labor Close-Out Required? (Construction)</b>				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 requirements and schedule.				PAYMENT APPROVED (Authorized Agency Official): Based upon the Project Manager's recommendation and certification, I hereby approve payment.		
Signature				Signature		Date
Name: #REF!				Name:		

**INSTRUCTIONS TO  
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.



**Attachment 2: Submittal Forms**

**SUBMITTAL FORM A – Offeror Information and Certifications**

**PROJECT INFORMATION**

RFP NUMBER: \_\_\_\_\_  
 PROJECT NAME: \_\_\_\_\_

**OFFEROR INFORMATION**

Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Tax ID: \_\_\_\_\_  
 Alaska Business License #: \_\_\_\_\_

**CONTACT INFORMATION**

Provide contact information for the individual that can be contacted for clarification regarding this proposal:

Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Address \_\_\_\_\_  
 Email \_\_\_\_\_  
 Telephone \_\_\_\_\_

**CRITICAL TEAM MEMBERS**

Provide the names of all critical team members that will be assigned to this contract. Note: These individuals cannot be removed or replaced from this project, or their positions, unless approved in writing the project director or procurement officer.

Name of Position 1 \_\_\_\_\_  
 Name of Position 2 \_\_\_\_\_  
 Name of Position 3 \_\_\_\_\_  
 Name of Position 4 \_\_\_\_\_

**ADDENDA ACKNOWLEDGEMENT**

The offeror acknowledges receipt of the following amendments and has incorporated the requirements of such amendments into their proposal. Failure to identify and sign for all amendments may subject the offeror to disqualification. The offeror must list all amendments (by number), then initial and date to confirm that you have received and incorporated them into your proposal (add more rows as necessary).

Number	Initials & Date

Number	Initials & Date

Number	Initials & Date



**CERTIFICATIONS**

No	Criteria	Response*
1	The offeror is presently engaged in the business of providing the services & work required in this RFP.	True   False
2	The offeror confirms that it has the financial strength to perform and maintain the services required under this RFP.	True   False
3	The offeror accepts the terms and conditions set out in the RFP and agrees not to restrict the rights of the state.	True   False
4	The offeror confirms that they can obtain and maintain all necessary insurance as required on this project.	True   False
5	The offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.	True   False
6	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.	True   False
7	Offeror complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.	True   False
8	Offeror complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government.	True   False
9	Offeror complies with the applicable portion of the Federal Civil Rights Act of 1964.	True   False
10	The offeror can provide (if requested) financial records for the organization for the past three years.	True   False
11	The offeror has not had any contracts terminated by the State of Alaska (within the past five years).	True   False
12	The offeror certifies that it is not currently debarred, suspended, proposed for debarment, or declared ineligible for award by any public or federal entity.	True   False
13	The offeror certifies that they do not have any governmental or regulatory action against their organization that might have a bearing on their ability to provide services to the state.	True   False
14	The offeror certifies, within the last five years, they have not been convicted or had judgment rendered against them for: fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements, or tax evasion.	True   False
15	The offeror does not have any judgments, claims, arbitrations or suits pending/outstanding against your company in which an adverse outcome would be material to the company.	True   False
16	The offeror is not (now or in the past) been involved in bankruptcy or reorganized proceeding.	True   False
17	Offeror certifies they comply with the laws of the State of Alaska.	True   False
18	Offeror confirms their proposal will remain valid and open for at least 90 days.	True   False

\* Failure to answer or answering “False” may be grounds for disqualification. For any “False” responses, provide clarification (up to 250 word maximum for each “False” clarification) below **(add rows as necessary)**.

Section	Clarification



**CONFLICT OF INTEREST STATEMENT**

Indicate below whether or not the firm or any individuals that will work 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 services to be provided by the offeror.

Does the offeror, or any individuals that will work on this contract, have a possible conflict of interest?

Yes  No

*\* Failure to answer may be grounds for disqualification.*

If “Yes”, please provide additional information regarding the nature of that conflict:

**FEDERAL REQUIREMENTS**

Indicate below all known federal requirements that apply to the proposal, proposal evaluation, or contract:



**ALASKA PREFERENCES**

If you wish to claim any Alaska Preferences, please complete the Alaska Bidder Preference Certification Form that follows the below signature section.

**SIGNATURE**

This proposal must be signed by a company officer empowered to bind the company.

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_



# ALASKA BIDDER PREFERENCE CERTIFICATION

## AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME: [Click or tap here to enter text.](#)

<b>Alaska Bidder Preference:</b> Do you believe that your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Alaska Veteran Preference:</b> Do you believe that your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please list any additional Alaska Preferences below that you believe your firm qualifies for.	
<b>1.</b>	<b>2.</b>
<b>3.</b>	<b>4.</b>
<b>5.</b>	<b>6.</b>

To qualify for and claim the Alaska Bidder Preference you must answer **YES** to all questions below in the Alaska Bidder Preference Questions section. To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to these questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section. A signed copy of this form must be included with your bid or proposal no later than the deadline set for receipt of bids or proposals.

If you are submitting a bid or proposal as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids or proposals. [AS 36.30.990\(2\)\(E\)](#)

**If the procuring agency is unable to verify a response, the preference may not be applied.** Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per [AS 36.30.687](#) and may result in criminal penalties.

### Alaska Bidder Preference Questions:

1) Does your business hold a current Alaska business license per [AS 36.30.990\(2\)\(A\)](#)?

YES  NO

If YES, enter your current **Alaska business license number**: [Click or tap here to enter text.](#)

2) Is your business submitting a bid or proposal under the name appearing on the Alaska business license noted in **Question 1** per [AS 36.30.990\(2\)\(B\)](#)?

YES  NO

3) Has your business maintained a **place of business** within the state **staffed by the bidder or offeror** or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid or proposal per [AS 36.30.990\(2\)\(C\)](#)?

YES  NO

If YES, please complete the following information:

**A. Place of Business**

Street Address: [Click or tap here to enter text.](#)

City: [Click or tap here to enter text.](#)

ZIP: [Click or tap here to enter text.](#)





“Place of business” is defined as a location at which normal business activities are conducted, services are rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per [2 AAC 12.990\(b\)\(3\)](#).

Do you certify that the **Place of Business** described in **Question 3A** meets this definition?

- YES
- NO

B. The bidder or offeror, or at least one employee of the bidder or offeror, must be a resident of the state under [AS 16.05.415\(a\)](#) per [2 AAC 12.990\(b\)\(7\)](#).

- 1) Do you certify that the bidder or offeror OR at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per [AS 16.05.415\(a\)\(1\)](#)?
  - YES
  - NO
- 2) Do you certify that that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids or proposals per [AS 16.05.415\(a\)\(2\)](#)?
  - YES
  - NO
- 3) Do you certify that the resident(s) used to meet this requirement is claiming residency ONLY in the state of Alaska per [AS 16.05.415\(a\)\(3\)](#)?
  - YES
  - NO
- 4) Do you certify that the resident(s) used to meet this requirement is NOT obtaining benefits under a claim of residency in another state, territory, or country per [AS 16.05.415\(a\)\(4\)](#)?
  - YES
  - NO

4) Per [AS 36.30.990\(2\)\(D\)](#), is your business (**CHOOSE ONE**):

- A. **Incorporated** or **qualified to do business under the laws of the state**?
  - YES
  - NO

If **YES**, enter your current **Alaska corporate entity number**: [Click or tap here to enter text.](#)
- B. A **sole proprietorship** AND the proprietor is a resident of the state?
  - YES
  - NO
- C. A **limited liability company** organized under AS 10.50 **AND** all members are residents of the state?
  - YES
  - NO

Please identify each member by name: [Click or tap here to enter text.](#)
- D. A **partnership** under former AS 32.05, AS 32.06, or AS 32.11 **AND** all partners are residents of the state?
  - YES
  - NO

Please identify each member by name: [Click or tap here to enter text.](#)

**Alaska Veteran Preference Questions:**

1) Per [AS 36.30.321\(F\)](#), is your business (**CHOOSE ONE**):

- A. A **sole proprietorship** owned by an Alaska veteran?
  - YES
  - NO



- B. A **partnership** under AS 32.06 or AS 32.11 **AND** a majority of the partners are Alaska veterans?  
 **YES**       **NO**
- C. A **limited liability company** organized under AS 10.50 **AND** a majority of the members are Alaska veterans?  
 **YES**       **NO**
- D. A **corporation** that is wholly owned by individuals, **AND** a majority of the individuals are Alaska veterans?  
 **YES**       **NO**

Per [AS 36.30.321\(F\)\(3\)](#) “**Alaska veteran**” is defined as an individual who:

(A) Served in the

- (i) Armed forces of the United States, including a reserve unit of the United States armed forces; or
- (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and

(B) Was separated from service under a condition that was not dishonorable.

Do you certify that the individual(s) indicated in **Question 1A, 1B, 1C, or 1D** meet this definition and can provide documentation of their service and discharge if necessary?

**YES**       **NO**

**SIGNATURE**

By signature below, I certify under penalty of law that I am an authorized representative of [Click or tap here to enter text.](#) and all information on this form is true and correct to the best of my knowledge.

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_



## **SUBMITTAL FORM B – Experience and Qualifications**

Offerors must provide detail on 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 along with their titles and location(s) where work will be performed. Offerors must also provide reference names and phone numbers for similar projects the offeror's firm has completed.

**SPECIAL REQUIREMENTS:** This Submittal Form must not identify the offeror's proposed costs and must not exceed five pages (reference RFP section 4.02).



A large, empty rectangular box with a thin black border, occupying the majority of the page. This area is typically used for submitting a response or proposal.



## **SUBMITTAL FORM C – Understanding of the Project**

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

**SPECIAL REQUIREMENTS:** This Submittal Form must not identify the offeror's proposed costs and must not exceed five pages (reference RFP section 4.02).



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## **SUBMITTAL FORM D – 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.

**SPECIAL REQUIREMENTS:** This Submittal Form must not identify the offeror's proposed costs and must not exceed five pages (reference RFP section 4.02).



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## **SUBMITTAL FORM E – 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.

**SPECIAL REQUIREMENTS:** This Submittal Form must not identify the offeror's proposed costs and must not exceed five pages (reference RFP section 4.02).



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## SUBMITTAL FORM G – Subcontractors

Please complete the below form if using subcontractors. During contract negotiation, the state may require a signed written statement from each subcontractor that clearly verifies the subcontractor is committed to performing the services required by the contract. Prior to contract award, the state will also require evidence that a subcontractor possesses a valid Alaska business license if they will be performing work within Alaska.

Subcontractor Function	Subcontractor Name	Address	% of Work Performing



### Attachment 3: Cost Proposal

#### Hourly Rate Proposal:

List each team member to be sent to each village. This could be a single person, or a team of individuals. Contractor does not need to specify names, rather cite each individual’s position. Examples include engineer, EIT, photographer, surveyor, etc.

Field Position	Data Collection Rate	Standby Rate

**Total Hourly Field Rate**\_\_\_\_\_

**Total Hourly Standby Rate**\_\_\_\_\_

#### Hourly Estimate

Offeror shall review the Draft Inventory & Assessment Survey included as Attachment 5. *Note that there is an outline as well as online survey available.* Provide an estimated number of ‘Field Hours’ for collecting two (2) surveys before, during or after collecting the image listed below.

Offeror shall review the sample 3D Imaging referenced in Section 3.01.d.4.b “Scammon Bay Askinuk Corporation”. It is anticipated that in most communities there will not be enough time to collect multiple 3D images.

Estimate the number of hours for the Offeror’s Field Team (or individual if only sending one person) required to complete two I&A Surveys, and one 3D image.

*Note that in most cases it will be possible to complete the Survey while operating the 3D camera.*

**Estimated Hours Collecting Data**\_\_\_\_\_

\* Two I&A Surveys and one 3D image

#### **Total Proposal Cost Calculation =**

**“Total Hourly Field Rate” \* “Estimated Hours Collecting Data”**

**+ “Hourly Standby Rate” x 10 hrs**

**Total Proposal Cost**\_\_\_\_\_

*Note that the “Total Proposal Cost” will be used solely for this proposal, while the Field and Standby Hourly rates will become part of the contract terms.*



## Attachment 4: Community List

The communities listed are listed alphabetically. The Contractor and Authority will collaboratively review and assign priorities the below communities according the following priorities:

- A. Communities known to have urgent need for Replacement
- B. Communities known to have urgent need for Maintenance & Improvement
- C. Communities with facilities that are relatively unknown to the Authority
- D. Communities with facilities known to the Authority and are presumed to be in good condition.
- E. Communities with facilities that are typically supported by entities other than the Authority.

\*Note that the communities listed do not represent every community in Alaska, and may be adjusted at anytime. Also the priorities listed above are not rigid, and will be adjusted as required by the Authority.

Adak	Chignik	False Pass
Akhiok	Chignik Lagoon	Fort Yukon
Akiachak	Chignik Lake	Galena
Akiak	Chilkat Valley	Gambell
Akutan	Chistochina	Golovin
Alakanuk	Chitina	Goodnews Bay
Allakaket, Alatna	Chuathbaluk	Grayling
Ambler	Circle	Gustavus
Anaktuvuk Pass	Clark's Point	Haines, Covenant Life
Angoon	Coffman Cove	Healy Lake
Aniak	Cold Bay	Hollis
Anvik	Cordova, Eyak	Holy Cross
Arctic Village	Craig	Hoonah
Atka	Crooked Creek	Hooper Bay
Atmautluak	Deering	Hughes
Atqasuk	Dillingham, Aleknagik	Huslia
Beaver	Diomede	Hydaburg
Brevig Mission	Dot Lake, Dot Lake Village	Igiugig
Buckland	Eagle, Eagle Village	Iliamna
Central	Eek	Kake
Chalkyitsik	Egegik	Kaktovik
Chefornak	Ekwok	Kalskag
Chenega Bay	Elim	Kaltag
Chevak	Emmonak	Karluk



Kasigluk	Napakiak	Port Heiden
Kiana	Napaskiak	Quinhagak
King Cove	Naukati Bay	Rampart
Kipnuk	Nelson Lagoon	Red Devil
Kivalina	New Stuyahok	Ruby
Klawock	Newhalen	Russian Mission
Klukwan	Newtok	Saint George
Kobuk	Nightmute	Saint Mary's, Andreafsky
Kokhanok	Nikolai	Saint Michael
Koliganek	Noatak	Saint Paul
Kongiganak	Nondalton	Sand Point
Kotlik	Noorvik	Savoonga
Koyuk	Northway	Scammon Bay
Koyukuk	Northway, Northway Village, Northway Junction	Selawik
Kwethluk	Nuiqsut	Shageluk
Kwigillingok	Nulato	Shaktolik
Larsen Bay	Nunam Iqua	Shishmaref
Levelock	Nunapitchuk	Shungnak
Lower Kalskag	Old Harbor	Skagway
Lutak	Oscarville	Slana
Manley Hot Springs	Ouzinkie	Sleetmute
Manokotak	Pedro Bay	Stebbins
Marshall	Pelican	Stevens Village
McGrath	Perryville	Stony River
Mekoryuk	Pilot Point	Takotna
Metlaktla	Pilot Station	Tanana
Minto	Pitkas Point	Tatitlek
Mosquito Lake	Platinum	Teller
Mountain Village	Point Hope	Tenakee Springs
Mud Bay	Point Lay	Tetlin
Naknek, South Naknek, King Salmon	Port Alsworth	Thorne Bay, Kasaan



ALASKA ENERGY AUTHORITY

Solicitation #23039

Togiak

Tok, Tanacross

Tok, Tanacross

Toksook Bay

Tuluksak

Tuntutuliak

Tununak

Twin Hills

Unalakleet

Venetie

Wainwright

Wales

Whale Pass

White Mountain

Yakutat



## Attachment 5: Arc Gis Survey Outline

This outline can be accessed online, click the link below:

<https://survey123.arcgis.com/share/6cad905c12da464196ffa93f7cd7d740>

### 1) General

*Known facility information will be answered automatically.*

- a) Inspection
  - i) Date of Inspection
  - ii) Surveyor Username
  - iii) Surveyor Name
- b) Facility
  - i) Community
  - ii) Facility Owner
  - iii) Name of Facility
  - iv) Fuel Supplier
  - v) Fuel Delivery Method
  - vi) Tanks Last Filled
  - vii) AEA Tank Farm ID
  - viii) Location
  - ix) Instructions and Other Information
- c) Operator/PIC (to be completed for each operator)
  - i) Name
  - ii) Phone Number
  - iii) Email

### 2) Regulatory Documents

- a) Is this facility required to have a Spill Prevention, Control, and Countermeasure (SPCC) Plan?
  - i) Does this facility have a SPCC Plan?
  - ii) Is the SPCC Plan approval from EPA less than three (3) years old?
- b) Is this facility required to have a Facility Response Plan (FRP)?
  - i) Does this facility have a FRP?
  - ii) Is the FRP approval from USCG less than five (5) years old?
- c) List any other regulatory documents and their approval dates

### 3) Tank Farm Safety, Security, Signage

- a) Is access to the facility clear and unimpeded?
- b) Is the facility clean and clear of unnecessary items?
- c) Is there spill response equipment available and accessible?
- d) What is the condition of the fence and gate surrounding the tank farm?
- e) What is the condition of the fire extinguisher?
- f) Is there area lighting?





- g) Are combustibles located within 10 feet of fenced and diked areas surrounding above-ground tanks?
  - i) Photo
  - ii) Description
- 4) Tank Farm Foundation
  - a) Is there a tank farm foundation (gravel pad, steel structure, piling, etc.)
  - b) What type of foundation?
  - c) What is the physical condition of the tank farm foundation?
  - d) Is the tank farm foundation threatened from erosion, permafrost degradation, settlement, or frost jacking?
  - e) Is there a foundation cooling system (thermosiphon)?
    - i) What is the condition of the cooling system?
- 5) Tanks
  - Answer for each tank*
  - a) Tank ID/Name
  - b) Tank Type – Bulk Storage or Dispensing
  - c) Does the tank have headers and piping?
  - d) Does the tank have protection?
  - e) Length/Height (ft)
  - f) Diameter (ft)
  - g) Volume (gal) – determined by labelled volume or calculated from dimensions
  - h) Orientation – Horizontal or Vertical
  - i) Single/Double Wall
  - j) UL Listed
  - k) Product Type – Diesel/Heating Oil, ULSD, Gas, Dual-Product
  - l) Does the tank have visible leaks?
    - i) Picture
    - ii) Description
  - m) Is the tank protected from corrosion with a coating, such as paint?
  - n) Is there any sign of corrosion, rust or damaged coating on the tank?
  - o) Are there signs of damage such as holes, dents, or concaves?
  - p) Tank Labelling
  - q) Is there a check valve at the fill point?
  - r) Is there a minimum 5 gallon capacity spill container at the fill point where a fill connection is removable?
  - s) What is the condition of the tank's foundation?
  - t) Is the bottom of the belly of each tank less than 12" above grade?
  - u) Is there an audible or visual overfill alarm signal?
  - v) Is there a manway?
  - w) Is there an emergency vent?
  - x) Is there a normal vent?
  - y) Are there clock gauges, tape gauges, or other established means of determining fuel level?
  - z) Is there water draw or other established means to remove water?



- aa) Is there a gauge hatch?
- bb) For unprotected tanks and tanks located such that a vehicle can drive up to the tank, is there physical protection from vehicle or equipment impact?
- cc) Does the tank meet the required separation distance to a building?
  
- dd) Is the tank grounded?
- ee) *Dispensing Tank Only*
  - i) Is there audible or visual low level alarm signal?
  - ii) Are there listed submersible/transfer pumps on the dispensing tank?
  - iii) If applicable, what is the condition of the pumps on the dispensing tanks?
  - iv) On each tank, is there a tank fill limiter?
- 6) Secondary Containment
  - a) Is there secondary containment?
  - b) If applicable, what type of diked wall secondary containment?
  - c) Describe
  - d) What are the approximate dimensions of the diked wall?
  - e) What type of other secondary containment?
  - f) Are there any single wall tanks located outside of the secondary containment?
    - i) Comment
  - g) Are diked areas containing two or more tanks subdivided by drainage channel(s) or intermediate dike(s) when the total capacity exceeds 150,000 gallons?
  - h) Is the secondary containment watertight?
  - i) Is there excessive vegetation, snow, ice, or water inside of the secondary containment?
  - j) What is the condition of the secondary containment?
- 7) Piping
  - a) Are there signs of leaks in any part of the piping system, such as joints, connections at pumps, meters, filters, valves, or hoses?
  - b) Piping Leak
    - i) Photo
    - ii) Description
  - c) Is the piping properly labeled with content, flow direction, located at regular intervals or at 50 feet max. intervals?
  - d) Are piping labels located near all valves and flanges, adjacent to changes in direction, and both sides of penetrations?
  - e) Is the piping protected from corrosion with a coating, such as paint?
  - f) Is there signs of corrosion, rust, or damaged coating?
  - g) Are there signs of damage such as holes, dents, unusual bends, or other types of damage?
  - h) Are all valves free from obstruction and operational?
  - i) Are all valves in the correct normal position (opened/closed)?
  - j) Are flexible connections provided at the pipe to tank connection where differential movement in the piping can occur?
  - k) Flexible Connections
    - i) Are the flexible connections listed?



- ii) What is the condition of the flexible connection?
  - l) Is there adequate pipe support equipped with pipe strap?
  - m) Are there any threaded pipe connections?
  - n) Are there any bolted pipe connections?
  - o) Are there any Victaulic pipe connections?
  
  - p) Is there pressure relief in the piping where necessary?
  - q) Are the pipes protected from falling ice and snow, vehicle, and foot traffic?
  - r) Are there improper piping materials such as bronze as brass?
  - s) Is there a siphon prevention check valve provided in the piping system?
- 8) Electrical
- a) Is there a control panel?
    - i) Control Panel Condition
    - ii) Is the control panel operational?
    - iii) Do all switches, buttons, and lamps operate correctly?
    - iv) Does the control panel have exposed or damaged wiring or components?
    - v) Do the doors close tight?
  - b) Is the electrical wiring in safe condition as to prevent fires?
  - c) Is there any exposed wiring?
  - d) Is the conduit properly supported at maximum 10 feet intervals?
- 9) Dispensers
- Answer for each dispenser*
- a) Dispenser Name
  - b) Are dispensing activities performed with an attendant or self-service?
    - i) Is dispensing equipment set to stop fueling after 25 gallons or by pre-programmed quantity?
    - ii) Are self-service operating instructions posted within sight of the dispensing area?
  - c) Is there an emergency procedure sign posted?
  - d) Is the dispenser enclosed in a structure?
  - e) Is there an approved minimum 2A:20BC fire extinguisher?
  - f) Does the fire extinguisher have an updated inspection?
  - g) Is the fire extinguisher within 75' of all pumps, dispensers and tank fill openings?
  - h) Are signs posted within sight of the dispensing area?
  - i) Are there any signs of leaks?
    - i) Photo
    - ii) Description
  - j) Are there emergency disconnect switch(es) provided within 100 feet but not closer than 20 feet from the dispenser?
  - k) Is there an emergency shut off valve provided on the dispenser?
  - l) Does the nozzle(s) shut off completely and stop the flow of product?
  - m) Is the dispensing equipment listed?
  - n) Is the dispensing hose rated for fuel and a maximum of 18 feet?
  - o) Is the dispensing hose listed and includes a breakaway device?
  - p) Is the dispensing nozzle automatic closing type and listed?



- q) Is the dispenser located a minimum of 25 feet from a protected tank?
  - r) Is the dispenser located a minimum of 50 feet from an unprotected tank?
  - s) Is the dispenser located a minimum of 10 feet from a building with combustibile exterior walls?
  - t) Is there physical protection from vehicle or equipment impact?
- 10) Header Pipeline
- a) Is the piping properly labeled with content, flow direction, and at 50 feet max. intervals?
    - i) Are labels located near all valves and flanges, adjacent to changes in direction, and both sides of penetrations?
  - b) Is there a minimum 5 gallon capacity spill container at the header connection?
  - c) Is there a check valve at the header connection?
  - d) Is there a ball valve at the header connection?
  - e) Are there signs of leaks or visible stains?
  - f) Are there any threaded or Victaulic pipe connections?
  - g) Is the header protected from traffic or ice?
  - h) Is the header located away from erosion in a secured area?
  - i) Does the header have a current pressure test report?