



# ALASKA ENERGY AUTHORITY

## Economic Impact Evaluation of the Alaska Renewable Energy Fund

RFP 23081

ISSUED January 5, 2023

The Alaska Energy Authority (AEA) is soliciting proposals from a qualified firm (“Firm”) to collect data and perform an impact evaluation of those grants awarded through the Alaska Renewable Energy Fund (REF) from its inception through December 31, 2022 and provide recommendations to the Authority and the State to consider regarding the impact and efficacy of the program. A draft report is expected to be provided to the Authority by March 15, 2023 with a final report due no later than April 15, 2023 as this report will be submitted to requesting parties for review prior to the current statutory sunset date of the REF program of June 30, 2023. We encourage interested firms to submit a proposal.

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ISSUED BY:

ALASKA ENERGY AUTHORITY (AEA)

PRIMARY CONTACT:

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CONTRACTING OFFICER

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM

**Important Notice:** If you downloaded this solicitation from the AEA’s Website, you must register on the online Plan Holders list to receive subsequent addenda. Failure to register may adversely affect your proposal. It is the Offeror’s responsibility to ensure that they have received all addenda affecting this RFP. To register, go to <https://www.aideaaeaprourement.org/> and provide the project name & number, company name & contact person, address, phone number & fax number.

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## SECTION 1. INTRODUCTION AND INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The Alaska Energy Authority (AEA) is soliciting proposals from a qualified firm (“Firm”) to collect data and perform an impact evaluation of those grants awarded through the Alaska Renewable Energy Fund (REF) from its inception through December 31, 2022 and provide recommendations to the Authority and the State to consider regarding the impact and efficacy of the program. A draft report is expected to be delivered by March 15, 2023 with a final report due no later than April 15, 2023. We encourage interested firms to submit a proposal.

AEA may require face-to-face meetings with the Firm, and therefore it is desired that the firms be located in or near Anchorage.

Offerors should anticipate work from approximately early February through the end of the Alaska Legislative session or approximately June 30, 2023; with the concentration of work occurring prior to April 1, 2023. AEA may require additional assistance in responding to legislative questions.

AEA may contract for similar services from other Contractors during the term of the agreement.

### SEC. 1.02 BUDGET

AEA estimates a budget of \$100,000.00 dollars for completion of the attached scope of work and any additional Notices to Proceed. Proposals priced at more than **\$100,000.00** will be considered non-responsive.

AEA makes no guarantee as to any minimum amounts of work that may occur and may choose to do a portion of the work with its own staff or other Contractors if it is determined to be in the best interests of AEA.

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

This RFP is a State funded project.

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 PM** prevailing Alaska Time on **January 17, 2023**. Faxed proposals are not acceptable.

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

### SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive offeror’s must meet these minimum prior experience requirements: Offerors are to provide minimum prior experience under “Relevant Experience and Qualifications”.

1. A minimum of three (3) years demonstrated economist, relevant research, and/or survey experience;
2. Offerors must provide three (3) examples highlighting their experience in renewable energy project impact assessments or impact assessments of similar projects; and
3. Offerors should not have been a grantee, applicant, contractor, or other entity in which there may be a real or perceived conflict of interest with the Alaska Renewable Energy Fund.

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

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

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

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The contracting officer will make that decision. **No further question will be allowed after January 13, 2023 at 1:30 PM Alaska prevailing time.**

CONTRACTING OFFICER: Selwin C. Ray – PHONE 907-771-3035 - FAX 907-771-3044

#### SEC. 1.07 RETURN INSTRUCTIONS

Emailed proposals are to be sent to [AEAPROUREMENT@AKENERGYAUTHORITY.ORG](mailto:AEAPROUREMENT@AKENERGYAUTHORITY.ORG) and include the project number and name in the subject line with one PDF attachment of the proposal response and one PDF attachment of the cost proposal. To submit proposals by mail or in person, include one hard copy and one copy provided via electronic file on a flash drive of the proposal, in writing, to the contracting officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Alaska Energy Authority  
Attention: Selwin C. Ray  
Request for Proposal (RFP) Number: **23081**  
RFP Title: **Economic Impact Evaluation of the Alaska  
Renewable Energy Fund**

813 West Northern Lights Blvd.  
Anchorage, AK 99503

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

813 West Northern Lights Blvd.  
Anchorage, AK 99503

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

813 West Northern Lights Blvd.  
Anchorage, AK 99503

## SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

## (a) 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.

## (b) OFFEROR'S CERTIFICATION

By signature on the proposal, offeror's 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 there under 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 there under 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.

## (c) VENDOR TAX ID

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

## (d) CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The 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.

## (e) FEDERAL REQUIREMENTS

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

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

***Bid Bond***

Not Applicable.

***Performance Bond***

Not Applicable.

***Surety Deposit***

Not Applicable.

## SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

## SEC. 1.10 AMENDMENTS TO PROPOSALS

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

## SEC. 1.11 AMENDMENTS TO THE RFP

If an amendment is issued, it will be provided to those who have registered with the AEA website at <http://www.aideaaeaprocurement.org/>.



## SEC. 1.12 RFP SCHEDULE

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

- Issue RFP **January 5, 2023,**
- Pre-proposal conference on **January 11, 2023,**
- Deadline for Questions **January 13, 2023,**
- Deadline for Receipt of Proposals **January 17, 2023,**
- Proposal Evaluation Committee complete evaluation by **January 26, 2023,**
- Alaska Energy Authority issues Notice of Intent to Award a Contract **January 27, 2023,**
- Alaska Energy Authority issues contract **February 10, 2023,**
- Contract start **February 10, 2023.**

This RFP does not, by itself, obligate the Authority. The Authority’s obligation will commence when the contract is approved by the Executive Director of Alaska Energy Authority, or the Executive Director's designee. Upon written notice to the contractor, the Authority may set a different starting date for the contract. The Authority will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the Authority.

## SEC. 1.13 PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference is scheduled for January 11, 2023 at 10 AM.

Potential offeror’s may attend telephonically by calling 1-888-585-9008, when prompted enter 351-122-943#. Please note the call-in has a limited number of participants so if more than one person from companies are attending telephonically, we respectfully request you call in from a conference room speaker phone and have all people together. If calling in, please be respectful of other callers and call from a phone that can be muted so as to cancel out background noise and the possibility of feedback. Contact the Contracting Officer, if you have any additional questions.

## 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 Renewable Energy Fund (REF) is a competitive grant program that was established by the Alaska State Legislature in 2008 with the passage of House Bill 152 and is now in its fifteenth annual funding cycle. The program was established to help fund cost-effective renewable energy projects throughout the State. Projects funded by REF are intended to help communities reduce their dependence on fossil fuels in order to stabilize the costs of both heat and electricity. The program is also intended to create jobs, promote renewable energy technology transfer within Alaskan communities, utilize local energy resources, keep money in local economies, and fosters economic development.

As December 31, 2022, the REF has funded 271 REF grants worth approximately \$300 million since its inception. Over 100 operating projects have been built with REF grants. AEA seeks to contract for an independent evaluation of the program's effectiveness of lowering the cost of energy, and the related diesel fuel displacement in locations where projects have been developed, along with other useful program impacts.

Enabling legislation (AS 42.45.045) requires AEA, in consultation with an advisory committee and the Department of Natural Resources to make recommendations to the legislature regarding eligible applicants' projects that finance feasibility studies, reconnaissance studies, energy resource monitoring, and construction of renewable energy projects, natural gas projects, or transmission or distribution infrastructure located in Alaska. Regulations governing the program were adopted in October 2009 under 3 AAC 14.107.600 through 695.

Copies of the regulations, enabling legislation, and current documents and procedures regarding the program can be found at AEA's web site: [2022 REF Application \(akenergyauthority.org\)](https://www.akenergyauthority.org).

As a member of the Clean Energy States Alliance (CESA), AEA has access to a guide for program managers for evaluating renewable energy programs. Some of the concepts in this guide were used in the development of this RFP. Contractors are encouraged to become familiar with this document to better understand some of the benefits and issues related to evaluating renewable energy programs. A copy of this report can be found at: <https://www.cesa.org/resource-library/resource/evaluating-renewable-energy-programs-a-guide-for-program-managers/>

### SEC. 2.02 SCOPE OF WORK

The purpose of this RFP is to contract with a Consultant(s) to collect data and perform an impact evaluation of grants awarded through the Alaska Renewable Energy Fund (REF) from its inception through December 31, 2022 and provide recommendations to the Authority and the State to consider regarding the efficacy, and future of the program.

The impact evaluation is intended to assess the benefits and other impacts of the program, including energy cost savings, decreased dependence on fossil fuels, job creation, development of infrastructure for non-energy users, and economic development related to projects that have been or are in the process of being constructed.

The Contractor will conduct a qualitative and quantitative analyses of the impacts and benefits of the REF program since inception and develop a preliminary and final report containing the results of its analyses. The evaluation will include a cost-benefit analysis of specific projects that have been constructed or are in the process of being constructed. The Contractor will be responsible for collecting and reviewing data and other information containing information necessary to conduct this analyses. The Contractor is expected to identify missing information that may be needed for this analyses.

For the purposes of responding to this RFP the contractor should develop their methodology, work plan, and costs for the impact evaluation based on the minimum assumptions identified in this scope of work.

At a minimum it is expected the Contractor will employ AEA's set of assumptions (e.g. fuel price, discount rate, project life, future load) in at least one scenario in order to ensure comparability to project selection criteria.

It is expected that the criteria may include but not be limited to:

1. Benefit/Cost of completed projects. Present value of savings in fuel, capital and O&M over the expected life of the project versus cost.
2. Fuel displacement
3. Energy cost savings to consumers
4. Job creation
5. Environmental impacts
6. Other infrastructure development
7. Performance, operations, and maintenance impacts

#### Review Project Documentation and Economic Assumptions

As part of the grantee application evaluation methodology AEA worked with ISER to develop detailed templates for estimating benefit/cost ratios (B/Cs) that were used by AEA's economic consulting firms in their grantee application review. In addition ISER prepared annual 20-year fuel price projections specific to each community based on USDOE Energy Information Administration (EIA) projections. The contractor may seek to coordinate the development of their impact analysis methodology with knowledgeable, third-parties such as the University of Alaska – Fairbanks' Alaska Center for Energy and Power (ACEP) and University of Alaska – Anchorage's Institute for Social and Economic Research (ISER).

For the purpose of responding to this RFP the contractor should plan on reviewing, at a minimum, REF project information for the 100+ projects that have been developed and are currently in operation, from REF Round 1 through Round 14. While AEA has a list of those operational REF projects, along with project contact information, the contractor should note that direct discussions with Grantees will be helpful in producing this analysis, and should be the primary data source when filling in potential data gaps as well as current information concerning renewable generation data. Data obtained by AEA as part of its administration of the Power Cost Equalization program, related to renewable asset generation, utility electric rates, fuel prices, diesel generator efficiency, and others will be made available to the contractor as needed and upon request.

AEA will work with the Contractor to determine the actual number and types of projects to be evaluated prior to beginning work. AEA, via its past request for applications for the REF program will make available to the contractor those AEA-developed templates for recording performance—i.e. energy output, downtime, operation and maintenance (O&M) measures—of completed construction projects, however the use of such templates will be

optional and left at the discretion of the contractor, should the contractor feel that its proprietary means, methods, and presentation are adequately sufficient for the task. It is anticipated that some of this data is available directly from AEA but most information will need to be collected from Grantees.

#### Conduct Evaluation Analysis and Prepare Draft Report

For the purpose of responding to this proposal the contractor can anticipate they will conduct their analysis using data that is either readily available from AEA, ISER, Grantees, or appropriate third-parties (i.e. Energy Information Administration, US Dept. of Energy, ISER, ACEP, etc...). If, based on the contractor's project review, additional data may need to be gathered or alternative matrices may need to be developed the Authority and/or Contractor.

#### Prepare Final Report

The Contractor will prepare a final report that at a minimum will include:

- An executive summary of findings and recommendations
- A summary of evaluation methodology
- Conclusions and Recommendations
- Appendices

The Contractor will deliver one hardcopy of the final report and one electronic copy of the report in MS Word and in PDF format available for distribution on the web and the printing of additional hard copies as needed.

#### Presentations

The contractor will be required to prepare a MS power point presentation of the evaluation. The contractor should plan on making at least one presentation to AEA management and the REF Advisory committee, however they may be required to make additional presentations to other stakeholders.

Proposals should include a schedule identifies the deliverables noted, proposed start and completion dates, and address any assumptions or expectations they have for the Authority or Stakeholders they build into their schedule.

### SEC. 2.03 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately **February 10, 2023**, through **June 30, 2023**.

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. 2.04 NOTICE TO PROCEED

The Contractor shall provide services as identified and authorized by sequentially numbered Notices to Proceed (NTPs). The Contractor shall not perform services or incur billable expense except as authorized by a NTP.

The Contractor shall be responsible for all tasks and services authorized by a NTP signed by the Project Manager and shall perform such services in accordance with the project schedule.

A Notice to Proceed by itself cannot authorize any work and is not a binding contract. A Notice to Proceed can only be issued and authorized if there is a fully signed Term Agreement in place with the Contractor.

The Notice to Proceed must include a Statement of Services with tasks, measurable deliverables, and delivery schedule identified. The Statement of Services, delivery schedule, and costs will be negotiated between the Contracting Agency and Contractor for inclusion in the Notice to Proceed.

After project assignment and preliminary project/Statement of Services discussions between Contractor and Agency have been held, Contractor shall submit a proposed delivery schedule and Summary of Estimate for Services that identifies:

- a) the assigned staff and hours per task;
- b) a breakdown of staff hours per applicable task for each subcontractor; and
- c) a breakdown with documentation (estimates from vendors shall be provided upon request) to support direct non-labor expenses.

The hourly rates used for the Contractor's estimate must match the hourly rates listed on the cost proposal for the Primary and any subcontractors used (cannot use subcontractors that are not listed in the Contract without amending the Term Agreement).

The Notices to Proceed will incorporate the negotiated compensation for the project and all the terms and conditions listed in the Contract.

The expiration date of the Notice to Proceed may be several months after the last deliverables are due. This allows time for review of deliverables and adding of additional phases of work, if applicable.

The expiration date of the Notice to Proceed must be within the expiration date of the Contract. The total dollar amount of the Notice to Proceed must be within the amount of the Contract.

All Contracts and Notices to Proceed must be in writing and signed by all required approvers before it becomes binding on AEA.

## SEC. 2.05 DELIVERABLES

The contractor will be required to provide the following deliverables:

At a minimum, contractors should expect to be able to deliver the following:

- 1) The Contractor will deliver one hardcopy of the final report and one electronic copy of the report in MS Word and in PDF format available for distribution on the web and the printing of additional hard copies as needed.

#### SEC. 2.06 CONTRACT TYPE

This contract is a Fixed Hourly Rate contract.

#### SEC. 2.07 PROPOSED PAYMENT PROCEDURES

The Authority will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director.

#### SEC. 2.08 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. 2.09 LOCATION OF WORK

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

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

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for any travel deemed necessary to complete the scope of work.

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

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the contracting officer in writing to request a waiver at least 3 days prior to the deadline for receipt of proposals.

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

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

#### SEC. 2.10 THIRD-PARTY SERVICE PROVIDERS

Not Applicable.

#### SEC. 2.11 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 NOT** be considered in determining whether the offeror meets the requirements set forth in **SEC. 1.04 PRIOR EXPERIENCE**.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the 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
- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the 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. 2.12 JOINT VENTURES

Joint ventures will not be allowed.

#### SEC. 2.13 F.O.B. POINT

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

#### SEC. 2.14 CONTRACT PERSONNEL

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

#### SEC. 2.15 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 Authority may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

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

#### SEC. 2.16 LIQUIDATED DAMAGES

Not Applicable.

#### SEC. 2.17 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. 2.18 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 Authority in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

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

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

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

## SEC. 2.19 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 B, attached in SECTION 7. ATTACHMENTS, 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 B must be set out in the offeror's proposal.

#### SEC. 2.20 TERMINATION FOR DEFAULT

If the project director determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the 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 3. PROPOSAL FORMAT AND CONTENT

### SEC. 3.01 PROPOSAL FORMAT AND CONTENT

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

### SEC. 3.02 INTRODUCTION

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

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

### SEC. 3.03 UNDERSTANDING AND METHODOLOGY OF THE PROJECT

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

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 Authority's project schedule.

### SEC. 3.04 MANAGEMENT PLAN AND AVAILABILITY 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 Authority's project schedule. A draft report is expected to be provided to the Authority by March 15, 2023 with a final report due no later than April 15, 2023 as this report will be submitted to requesting parties for review prior to the current statutory sunset date of the REF program of June 30, 2023.

### SEC. 3.05 EXPERIENCE AND QUALIFICATIONS

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

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

- titles,
- resume,

- location(s) where work will be performed, and
- itemize the total cost and the number of estimated hours for each individual named above.

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

### SEC. 3.06 COST PROPOSAL

Cost proposals must include fixed hourly rates for all employees and sub-contractors that includes all direct and indirect costs associated with the performance of the contract, including, but not limited to, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. Proposed billable hourly rates become a part of the contract(s) awarded resulting from this solicitation.

The application unit cost should include the hourly rate of each project team member, the tasks to be performed as outlined in the Scope of Work and the offeror's management plan, and the estimated number of hours required by each team member per task.

### SEC. 3.07 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in Section 4. EVALUATION CRITERIA AND CONTRACTOR SELECTION.

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

## SECTION 4. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

### SEC. 4.01 UNDERSTANDING AND METHODOLOGY OF THE PROJECT (20%)

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

- 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 Authority expects it to provide?
- 4) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 5) How well does the methodology match and achieve the objectives set out in the RFP?
- 6) Does the methodology interface with the time schedule in the RFP?

### SEC. 4.02 MANAGEMENT PLAN AND AVAILABILITY FOR THE PROJECT (15%)

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

- 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) Has the offeror demonstrated an understanding of the Authority's time schedule and can meet it?
- 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. 4.03 EXPERIENCE AND QUALIFICATIONS (15%)

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

**1) Questions regarding the personnel:**

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

**2) Questions regarding the firm 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. 4.04 CONTRACT COST (40%)

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 5.12.

**Converting Cost to Points**

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 5.15.

## SEC. 4.05 ALASKA OFFEROR PREFERENCE (10%)

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

## SECTION 5. GENERAL PROCESS INFORMATION

### SEC. 5.01 INFORMAL DEBRIEFING

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

### SEC. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

### SEC. 5.03 SITE INSPECTION

The Authority may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the

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



#### SEC. 5.04 CLARIFICATION OF OFFERS

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

#### SEC. 5.05 DISCUSSIONS WITH OFFERORS

The Authority may conduct discussions with offeror's 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 contracting officer.

Discussions will only be held with offeror's who have submitted a proposal deemed reasonably susceptible for award by the contracting officer. Discussions, if held, will be after initial evaluation of proposals by the contracting officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the contracting officer may set a time for best and final proposal submissions from those offeror's with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

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

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

#### SEC. 5.06 EVALUATION OF PROPOSALS

The contracting officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in SECTION 4. EVALUATION CRITERIA AND CONTRACTOR SELECTION.

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

#### SEC. 5.07 CONTRACT NEGOTIATION

After final evaluation, it is anticipated that the contracting officer may conduct negotiations with the offeror's of the highest-ranked proposals. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good

faith, the Authority may terminate negotiations and negotiate with the offeror of the next highest ranked proposal. If contract negotiations are commenced, they may be held in Anchorage, Alaska. Multiple awards are anticipated owing to offeror capacity constraints and/or willingness or ability of offeror's to evaluate applications concerning specific technologies.

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

#### SEC. 5.08 FAILURE TO NEGOTIATE

If the selected offeror

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

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

#### SEC. 5.09 OFFEROR NOTIFICATION OF SELECTION

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

#### SEC. 5.10 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 contracting 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 contracting officer within five 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; and
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

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

The contracting officer will issue a written response to the protest. The response will set out the contracting officer's decision and contain the basis of the decision within the statutory time limit in 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 contracting officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

## SEC. 5.11 APPLICATION OF PREFERENCES

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

<http://doa.alaska.gov/dgs/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's 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 Authority to disallow the preference.**

## Sec. 5.12 ALASKA BIDDER PREFERENCE

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

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

#### **Alaska Bidder Preference Statement**

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

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

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

#### **SEC. 5.13 ALASKA VETERAN PREFERENCE**

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is a:

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

#### **Alaska Veteran Preference Statement**

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

#### **SEC. 5.14 ALASKA OFFEROR PREFERENCE**

2 AAC 12.260(e) provides Alaska offeror's at least a 10% overall evaluation point preference. Alaska bidders, as

defined in AS 36.30.990(2), are eligible for the preference. An Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

## SEC. 5.15 FORMULA USED TO CONVERT COST TO POINTS

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the formula:

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

## SEC. 5.16 EXAMPLES: CONVERTING COST TO POINTS &amp; APPLYING PREFERENCES

## (a) FORMULA USED TO CONVERT COST TO POINTS

**STEP 1**

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

Offeror #1 \$40,000

Offeror #2 \$42,750

Offeror #3 \$47,500

**STEP 2**

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

**Offeror #1 receives 40 points.**

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

**Offeror #2 receives 37.4 points.**

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

**Offeror #3 receives 33.7 points.**

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

## (b) ALASKA OFFEROR PREFERENCE

**STEP 1**

Determine the number of points available to qualifying offerors under this preference.

$$100 \text{ Total Points Available in RFP} \times 10\% \text{ Alaska offerors preference} = 10 \text{ Points for the Preference}$$

**STEP 2**

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska offerors preference.

For the purpose of this example, presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offerors Preference	10 points
Offeror #3	80 points	Alaska Offerors Preference	10 points

### STEP 3

Add the applicable Alaska offerors preference amounts to the offeror's scores:

Offeror #1	83 points	
Offeror #2	84 points	(74 points + 10 points)
<b>Offeror #3</b>	<b>90 points</b>	<b>(80 points + 10 points)</b>

### STEP 4

Offeror #3 is the highest scoring offeror and would get the award(s), provided their proposal is responsible and responsive. Please note that it is anticipated that there will be multiple awards to account for offeror's capacity constraints and/or the willingness of the offeror's to evaluate certain technology types.



## SECTION 6. GENERAL LEGAL INFORMATION

### SEC. 6.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the Authority's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). This form is attached in SECTION 7. ATTACHMENTS for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

### SEC. 6.02 PROPOSAL AS A PART OF THE CONTRACT

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

### SEC. 6.03 ADDITIONAL TERMS AND CONDITIONS

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

### SEC. 6.04 HUMAN TRAFFICKING

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

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

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

### SEC. 6.05 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 contracting 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 Authority. If an offeror does so, the contracting officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;

- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or

provision; may be waived by the contracting officer.

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

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

#### SEC. 6.06 AUTHORITY NOT RESPONSIBLE FOR PREPARATION COSTS

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

#### SEC. 6.07 DISCLOSURE OF PROPOSAL CONTENTS

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

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the contracting officer does so, and if the contracting officer agrees, in writing, to do so. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the contracting officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

#### SEC. 6.08 ASSIGNMENT

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

#### SEC. 6.09 DISPUTES

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the Authority by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of 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. 6.10 SEVERABILITY

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the

validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

### SEC. 6.11 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 6.05 RIGHT OF REJECTION**. However, if the Authority fails to identify or detects supplemental terms or conditions that conflict with those contained in this RFP or that diminish the Authority's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void.

After award of contract:

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

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

### SEC. 6.12 CONTRACT INVALIDATION

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

### SEC. 6.13 SOLICITATION ADVERTISING

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



**the time and date set for receipt of proposals.**

## ATTACHMENT 2 – PROPOSAL EVALUTION FORM

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

Offeror Name: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_

Date of Review: \_\_\_\_\_

RFP Number: **23081** \_\_\_\_\_

### **EVALUATION CRITERIA AND SCORING**

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

**4.01 Understanding and Methodology of the Project—20%**

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

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

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

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

NOTES:

- 2) How well has the offeror identified pertinent issues and potential problems related to the project?

NOTES:

- 3) To what degree has the offeror demonstrated an understanding of the deliverables the Authority expects it to provide?

NOTES:

- 4) Has the offeror demonstrated an understanding of the Authority’s time schedule and can meet it?

NOTES:

- 5) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

NOTES:

- 6) How well does the methodology match and achieve the objectives set out in the RFP?

NOTES:

- 7) How well does the methodology interface with the time schedule in the proposal?

NOTES:

**EVALUATOR'S POINT TOTAL FOR 4.01:** \_\_\_\_\_



**4.02 Management Plan and Availability for the Project—15%**

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

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

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

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

NOTES:

- 2) How well is accountability completely and clearly defined?

NOTES:

- 3) Is the organization of the project team clear?

NOTES:

- 4) How well does the management plan illustrate the lines of authority and communication?

NOTES:

- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

NOTES:

- 6) Does it appear that offeror can meet the schedule set out in the RFP?

NOTES:

- 7) Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?

NOTES:

- 8) To what degree is the proposal practical and feasible?

NOTES:

- 9) To what extent has the offeror identified potential problems?

NOTES:

**EVALUATOR'S POINT TOTAL FOR 4.02:** \_\_\_\_\_

**4.03 Experience and Qualifications—15%****Percent Maximum Point Value for this Section****100 Points x 15 Percent = 15 Points****Proposals will be evaluated against the questions set out below.****1) Questions regarding the personnel.**

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

NOTES:

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

NOTES:

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

NOTES:

**2) Questions regarding the firm.**

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

NOTES:

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

NOTES:

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

NOTES:

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

NOTES:

**EVALUATOR'S POINT TOTAL FOR 4.03: \_\_\_\_\_**

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

**4.04 Contract Cost — 40%**

**Maximum Point Value for this Section — 40 Points**

**100 Points x 40 PERCENT = 40 Points**

Overall, a minimum of **40** percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under SECTION 5.12.

**Converting Cost to Points**

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in SECTION 5.15.

**4.05 Alaska Offeror Preference — 10%**

**Point Value for this Section — 10 Points**

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

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

ATTACHMENT 3 – STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES AND APPENDIX A

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

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

## APPENDIX A: General Provisions and Standard Contract Terms

**ARTICLE 1 DEFINITIONS**

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

**ARTICLE 2 INSPECTION AND REPORTS**

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

**ARTICLE 3 DISPUTES**

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

**ARTICLE 4 EQUAL EMPLOYMENT OPPORTUNITY**

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

of discriminatory employment practices.

- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the Contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the Contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of the contract.

#### **ARTICLE 5 TERMINATION**

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

#### **ARTICLE 6 NO ASSIGNMENT OR DELEGATION**

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

#### **ARTICLE 7 NO ADDITIONAL WORK OR MATERIAL**

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

#### **ARTICLE 8 INDEPENDENT CONTRACTOR**

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

#### **ARTICLE 9**

**Not Applicable**

#### **ARTICLE 10 OWNERSHIP OF DOCUMENTS**

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

#### **ARTICLE 11 GOVERNING LAW**

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

#### **ARTICLE 12 CONFLICTING PROVISIONS**

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

#### **ARTICLE 13 OFFICIALS NOT TO BENEFIT**

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

**ARTICLE 14 COVENANT AGAINST CONTINGENT FEES**

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

**Article 15 CONTRACT FOR SIMILAR SERVICES**

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

**ARTICLE 16 CONFLICT OF INTEREST**

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

**ARTICLE 17 SUBCONTRACTORS**

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

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

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

**ARTICLE 18 INTEGRATION**

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

**ARTICLE 19 FORCE MAJEURE**

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

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

- 1) all services provided under this contract by the Contractor shall be performed in the United States; and
- 2) the Contractor is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report is located at the following website: <http://www.state.gov/g/tip/> Failure to comply with (a) or (b) of this requirement will cause AEA to cancel the contract.





## ATTACHMENT 4 – APPENDIX B: INDEMNITY AND INSURANCE

**Article 1. 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.

**Article 2. Insurance**


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

**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 State.

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

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

ATTACHMENT 5 – NOTICE TO PROCEED AND BILLING SUMMARY

 <b>NOTICE TO PROCEED &amp; BILLING SUMMARY</b>		NTP No: Agreement No: Accounting Ref No.: Contract Expiration Date: Contract Authorization to Date:				
For:  Contractor: Project Title: Category of Services:		NTP Completion Date:  Amount of this NTP/Amend.: Method of Payment:				
<b>NOTICE TO PROCEED</b>						
<b>BILLING SUMMARY</b>						
This Invoice is for [    ] Progress [    ] Final Payment OR Sequential Invoice # for this [    ] Agreement is:						
GL Account Code	Funding Exp. Date	Authorized Task Groups	Authorized To - Date	Prior Approved Payments	This Billing	Total To - Date
<b>Total Amount Authorized for All Groups</b>			<b>\$0.00</b>			
<b>Sum of Prior APPROVED Payments</b>				<b>0.00</b>		
<b>Sum for THIS INVOICE</b>					<b>0.00</b>	
<b>Sum of Prior Payments and this Invoice</b>						<b>0.00</b>
<b>Balance of Authorized Amount</b>						<b>\$0.00</b>
				<b>Payment Request &amp; Certification: (Contractor)</b>		
				<b>Signature</b>	<b>Date</b>	
<b>Department of Labor Close-Out Required? (Construction)</b>				<b>Name:</b>		
<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 <span style="float: right;">Date</span>
Name:	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.