



APRIL 02, 2015

STATE OF ALASKA  
Department of Commerce  
Division of Alaska Energy Authority  
813 West Northern Lights Boulevard  
Anchorage, AK 99503-2495

Request for Proposals  
DOA RFP Number 2015-0800-3068

Alaska Energy Authority Financial Advisor and Feasibility Services

**IMPORTANT**

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

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

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

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## SECTION ONE INTRODUCTION AND INSTRUCTIONS

### 1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Offerors must submit one hard copy of their 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 (AEA)**  
Attention: **Althea S. Clapp**  
Request for Proposal (RFP) Number: **2014-0800-2245**  
Project name: **AEA-Financial Advisor and Feasibility Services**  
**MAILING 813 West Northern Lights Boulevard**  
**CITY, Anchorage, AK 99503-2495**

Proposals must be received no later than 2:00 P.M., Alaska Time on **April 23, 2015**. Faxed, emailed, or oral proposals are not acceptable.

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

PROCUREMENT OFFICER: **Althea S. Clapp** – PHONE **907-771-3018** - FAX **907-771-3044**

The State of Alaska provides one Request for Proposal (RFP). Additional RFPs may be purchased for the cost of reproduction, \$.25 per page. The RFP document is available online at <http://aws.state.ak.us/OnlinePublicNotices/Notices/Search.aspx>

### 1.02 Contract Term and Work Schedule

The contract term and work schedule set out herein represents Alaska Energy Authority's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

The approximate contract schedule is as follows:

The initial period of performance is for a period of three-years (3), with the Authority's option to renew the contract for two (2) additional one-year extensions.

### 1.03 Purpose of the RFP

The purpose of this RFP is to award a multi-year term contract providing the Authority with Financial Advisor and Feasibility Services to assist the Authority on an as needed basis with regard to carrying out the Authority's financial responsibilities as a public corporation of the State of Alaska. The Authority reserves the right to award to multiple proposers, if it is determined that it is in the best interest of the Authority.

## 1.04 Budget

AEA, estimates a budget of between **\$50,000** and **\$250,000** dollars per year, not to exceed \$1,000,000 over the term of the contract (includes extensions).

## 1.05 Location of Work

The location(s) the work is to be performed in Anchorage and at the contractor's place of business.

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

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

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

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

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

## 1.06 Human Trafficking

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

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

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

## 1.07 Assistance to Offerors with a Disability

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

## 1.08 Required Review

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

## 1.09 Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the issuing office, addressed 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 procurement officer will make that decision.

## 1.10 Addenda

If an Addenda and other notices are issued they will be posted and available on AIDEA's website at: <http://www.aideaaeprocurement.org/Admin>

No oral change or interpretation of any provision contained in this RFP made by any employee or representative of AIDEA at any time during the solicitation process should be construed by an Offeror as either an addition or change to the RFP. Written addenda will be issued when changes, clarifications, or amendments to this RFP are deemed necessary by the contracting officer.

An interested Offeror may request modifications to the scope, specifications, deadlines, or administrative requirements. Final acceptance or denial of any request is the decision of the contracting officer. Failure of the contracting officer to respond in writing to a request for addenda to the RFP shall be considered a rejection of the request.

It is the Offeror's responsibility to assure they have received and reviewed all addenda and notices related to the RFP. Proposals that fail to address material requirements in any addenda may be rejected as non-responsive.

## 1.11 Alternate Proposals

Offerors may only submit one (1) proposal for evaluation.

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

## 1.12 Right of Rejection

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

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the 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 procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.  
**A proposal from a debarred or suspended offeror shall be rejected.**

## 1.13 State Not Responsible for Preparation Costs

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

## 1.14 Disclosure of Proposal Contents

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

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

## 1.15 Subcontractors

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

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

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

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

## 1.16 Joint Ventures

Joint ventures will not be allowed.

## 1.17 Offeror's Certification

By signature on the proposal, offerors certify that they comply with the following:

- (a) the laws of the State of Alaska;
- (b) the applicable portion of the Federal Civil Rights Act of 1964;
- (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- (e) all terms and conditions set out in this RFP;
- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for at least 90 days; and

- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

### **1.18 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 Commissioner's determination regarding any questions of conflict of interest shall be final.

### **1.19 Right to Inspect Place of Business**

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

### **1.20 Solicitation Advertising**

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

### **1.21 News Releases**

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

### **1.22 Assignment**

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

### **1.23 Disputes**

Any dispute arising out of this agreement will be resolved under the laws of the State of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for the State of Alaska.

### **1.24 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.

## **SECTION TWO STANDARD PROPOSAL INFORMATION**

### **2.01 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 opening date.

### **2.02 Pre-proposal Conference**

None.



## 2.03 Site Inspection

None.

## 2.04 Amendments to Proposals

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

## 2.05 Supplemental Terms and Conditions

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

- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- b) if AEA's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

## 2.06 Clarification of Offers

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

## 2.07 Discussions with Offerors

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

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

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

## 2.08 Prior Experience

Offeror's who are interested in responding to this solicitation must demonstrate in their proposal they meet the following minimum requirements:

1. Minimum of five (5) years of experience in providing financial services to public entities;

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

## 2.09 Evaluation of Proposals

The contracting officer, or an evaluation committee made up of at least three Authority employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section SEVEN of this RFP.

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.

## 2.10 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.

## 2.11 F.O.B. Point

Does not apply to this proposal.

## 2.12 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, P. O. 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:

- (a) copy of an Alaska business license;
- (b) certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized affidavit 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:

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

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

## 2.13 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/policy.html>

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

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

## **2.14 5 Percent Alaska Bidder Preference AS 36.30.321(a), AS 36.30.990[25], & 2 AAC 12.260**

An Alaska Bidder Preference of five percent will be applied prior to evaluation. 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 Affidavit:** 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 affidavit 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 affidavit 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.

## **2.15 5 Percent Alaska Veteran Preference AS 36.30.321(f)**

An Alaska Veteran Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who qualifies under AS 36.30.990[25] 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 Affidavit:** 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.

**2.16 Formula Used to Convert Cost to Points AS 36.30.250 & 2 AAC 12.260**

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 through the method set out below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular RFP. See section SEVEN to determine the value, or weight of cost for this RFP.

**EXAMPLE**

**Formula Used to Convert Cost to Points**

**[STEP 1]**

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

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

**[STEP 2]**

Convert cost to points using this formula.

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

The RFP allotted 40% (40 points) of the total of 100 points for cost.

**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.**

$$\frac{\$40,000 \text{ Lowest Cost} \times 40 \text{ Max Points} = 1,600,000}{\$42,750 \text{ Offeror \#2 Adjusted By The Application of All Applicable Preferences}} = 37.4 \text{ Points}$$

**Offeror #3 receives 33.7 points.**

$$\frac{\$40,000 \text{ Lowest Cost} \times 40 \text{ Max Points} = 1,600,000}{\$47,500 \text{ Offeror \#3 Adjusted By The Application of All Applicable Preferences}} = 33.7 \text{ Points}$$

## 2.17 Alaska Offeror Preference AS 36.30.321 & 2 AAC 12.260

2 AAC 12.260(e) provides Alaska offerors a 10 percent overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990[25], are eligible for the preference. Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

### EXAMPLE

#### Alaska Offeror Preference

#### [STEP 1]

Determine the number of points available to Alaskan offerors under the preference.

#### Total number of points available - 100 Points

$$\begin{array}{rcccl} \mathbf{100} & \times & \mathbf{10\%} & = & \mathbf{10} \\ \text{Total Points} & & \text{Alaskan Offerors} & & \text{Number of Points} \\ \text{Available} & & \text{Percentage Preference Given to Alaskan Offerors Under the Preference} & & \end{array}$$

#### [STEP 2]

Add the preference points to the Alaskan offers. There are three offerors: Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 are eligible for the Alaska Offeror 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. Their scores at this point are:

*Offeror #1 - 89 points*

*Offeror #2 - 80 points*

*Offeror #3 - 88 points*

Offeror #2 and Offeror #3 each receive 10 additional points. The final scores for all of the offers are:

*Offeror #1 - 89 points*

*Offeror #2 - 90 points*

*Offeror #3 - 98 points*

Offeror #3 is awarded the contract.

## 2.18 Contract Negotiation

**2 AAC 12.315 CONTRACT NEGOTIATIONS** After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in a conference room at the Authority, 813 West Northern Lights Boulevard, Anchorage AK 99503 or by telephone.

## 2.19 Failure to Negotiate

If the selected offeror

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

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

## **2.20 Notice of Intent to Award (NIA) — Offeror Notification of Selection**

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

## **2.21 Protest**

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

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

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

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

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

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

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

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

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

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

## **SECTION THREE STANDARD CONTRACT INFORMATION**

### **3.01 Contract Type**

The purpose of the contract is to provide Financial Advisor and Feasibility Services to the Authority on an as needed, on call basis. At times the request may be on an accelerated basis.

The areas of responsibility may include:

- Reviewing and providing recommendations regarding AEA fiscal policies.
- Contracting for and assisting in contracting and evaluating the procurement of other financial services.
- Providing recommendations on current project investments and proposed project investment opportunities.
- Participating in a negotiated or competitive bond sale.

The Authority makes no guarantee as to the amount of work that will be available during the life of the contract. Work shall be requested from the contractor on an as needed basis using AEA's Notice to Proceed (NTP) process outlined within this RFP. Extensions to previously authorized NTP(s) may be granted by the Authority to ensure authorized work is satisfactorily completed; however, no new work (no new NTPs) may be assigned or undertaken past the life of the contract. The Authority reserves the right to assign NTP's issued under an expiring contract to a new contract provide the new contract is to the same Contractor and the new contracts scope of services addresses the same services being provided within the NTP. The Authority may assign the NTPs to a new contractor if it is in the best interest of the Authority, or cancel the NTPs in their entirety.

### **3.02 Contract Approval**

This RFP does not, by itself, obligate the Authority. AEA's obligation will commence when the contract is approved by Alaska Energy Authority Executive Director, Sara Fisher-Goad or Ms. Fisher-Goad'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 state.

### **3.03 Standard Contract Provisions**

Upon award, the contractor will be required to sign and submit the attached Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). 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.

### **3.04 Proposal as a Part of the Contract**

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

### **3.05 Additional Terms and Conditions AS REQUIRED.**

AEA 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.

### **3.06 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. Reference Appendix B Indemnification and Insurance herein.

### **3.07 Bid Bond - Performance Bond - Surety Deposit**

Bid Bond – Surety Deposit is not applicable.

### **3.08 Contract Funding**

The total contract not to exceed amount (including all renewal options) is not to exceed a total contract authorization amount of \$1,000,000 including all labor and expenses. The Authority makes no guarantee to any minimum or maximum amount of work that the contractor may perform under this contract or any subsequent renewal options exercised and is limited to the lawful appropriations for each fiscal year. The Authority shall issue Notices to Proceed (NTP) to authorize work against the contract.

### **3.09 Proposed Payment Procedures**

Payments are NET30 upon authorized NTP and detailed, approved invoice.

### **3.10 Contract Payment**

The Authority makes no guarantee as to the amount of work that will be available during the life of the contract. Work shall be requested from the contractor on an as needed basis using the Authority's Notice to Proceed (NTP) process outlined within this RFP. Extensions to previously authorized NTP(s) may be granted by the Authority to ensure authorized work is satisfactorily completed; however, no new work (no new NTPs) may be assigned or undertaken past the life of the contract. The Authority reserves the right to assign NTP's issued under an expiring contract to a new contract provide the new contract is to the same Contractor and the new contracts scope of services addresses the same services being provided within the NTP. The Authority may assign the NTPs to a new contractor if it is in the best interest of the Authority, or cancel the NTPs in their entirety.

Under no conditions will the state 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.

### **3.11 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.

### **3.12 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 state may be grounds for the state to terminate the contract.

### **3.13 Inspection & Modification - Reimbursement for Unacceptable Deliverables**

The contractor is responsible for the completion of all work set out in each NTP. 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 state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

### **3.14 Termination for Default and Contract Cancellation**

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

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



AEA reserves the right to cancel the contract at its convenience upon five calendar days written notice to the contractor. The state is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.

### **3.15 Liquidated Damages**

Liquidated damages are not applicable.

### **3.16 Contract Changes - Unanticipated Amendments**

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project 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 state approvals necessary for the amendment and issued a written contract amendment, approved by the Authority.

### **3.17 Contract Invalidation**

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

### **3.18 Nondisclosure and Confidentiality**

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

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

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

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

## SECTION FOUR BACKGROUND INFORMATION

### 4.01 Background Information

The Authority's primary mission is to reduce the cost of Energy in Alaska.

After being created by the Alaska Legislature in 1976, the Alaska Energy Authority (AEA) worked throughout the 1980s to develop the state's energy resources as a key element in diversifying Alaska's economy. A number of large-scale projects were constructed.

After additional legislation in 1993 and 1999, AEA's primary role was to own existing hydroelectric projects and the Alaska Intertie. Although AEA's role has since expanded programmatically, it still manages and provides oversight to state-owned energy assets.

Two of AEA's current projects are Bradley Lake Hydroelectric; and Alaska Intertie. Additional information about AEA is available online at AEA's website <http://www.akenergyauthority.org/projects.html>

The Authority is requesting proposals responses from firms with capacity and capability of providing Financial Advisor and Feasibility services to assist the Authority.

## SECTION FIVE SCOPE OF SERVICES

### 5.01 General Overview

The purpose of the contract is to provide Financial Advisor and Feasibility Services to the Authority on an as needed, on call basis. At times the request may be on an accelerated basis.

The areas of responsibility may include:

- Reviewing and providing recommendations regarding AEA fiscal policies that relate to market perception and/or impacts.
- Contracting for, assisting in contracting, and evaluating the procurement of other financial services.
- Providing recommendations on current project investments, financing(s) and proposed project investment financing opportunities.
- Participating in a negotiated or competitive bond sale(s).
- Other duties as may be assigned.

### 5.02 Review and Recommendations Regarding AEA Fiscal Policies:

In general, this task would require providing both oral and written independent advice to assist AEA staff and its Board in researching, evaluating, or developing recommendations or suggestions regarding fiscal policy issues that arise during the contract period that could relate to the financial markets. Specific tasks may require the contractor to:

- Assist in the development of a strategic plan for asset and liability management.
- Provide advice on the impact of proposed changes to: 1) statutes; 2) regulations; 3) operating policies; and 4) similar items.
- Assist the Authority in formulating loan management policies and procedures for its loan portfolio, including, but not limited to, establishing risk management policies for its loan portfolio.
- Provide advice regarding applicable continuing disclosure requirements. Assist in the drafting of information designed to comply with the requirements or to improve the marketability of the Authority's debt securities. As requested, review website to provide advice relating to disclosure requirements.
- Provide assistance and advice in connection with a review or audit by the Internal Revenue Service, the State of Alaska Division of Legislative Audit, the Securities and Exchange Commission, the Municipal Securities Rulemaking Board or a similar entity with review and regulatory functions.
- If requested, review investment policies and procedures or debt management policies and provide suggestions.

### 5.03 Assist in the Procurement of Other Financial Services

In general, this task may require the development of scopes of work, evaluation and selection criteria, assist in the solicitation

of proposals, and participation in selection and award process. Some contracts may be established as side contracts with AEA and the underwriters or contractor(s) selected through the solicitation process and others may be established as sub-contracts of the Financial Advisor for a specific task for a negotiated fee. Examples of work could include:

- Assisting in the selection of underwriters and other contractors.
- Assisting in structuring a master indenture if needed.

#### **5.04 Provide Recommendations on Current Investments and Financing(s), and Proposed Project Investment Financing Opportunities**

Examples of work include, but are not limited to:

- Prepare financial feasibility analyses of proposals received requesting financial assistance. If a proposed project is considered financially viable, prepare a finance plan to include estimated construction costs, construction funding sources, estimated operating costs, operating cost funding sources, and to identify methods of financing that minimize costs. Present the finance plan to the Authority's board if required.
- Analyze financial proposals received and advise as to the economic and financial feasibility of the proposals and determine reasonable assurance of adequate revenues to repay AEA's investment.
- Assist in the review of unrestricted assets and working capital projections and requirements.
- Assist the Authority in monitoring its variable rate bond program for appropriateness of interest rate mode and evaluating remarketing agent performance.

#### **5.05 Provide Assistance Conducting Bond Sales or Soliciting Bids for a Guaranteed Investment Contract Services to be Provided Related to Negotiated Bond Sales**

This includes, but is not limited to, the following:

- Assist in drafting and evaluating responses to requests for specific financing proposals received from qualified underwriters.
- Review financing concepts or detailed financing memoranda prepared by the managing underwriter, outline changes, and identify points requiring further negotiation/discussion. (For example, provide commentary with respect to such items as fixed vs. variable, redemption provisions, coverage requirements, proposed reserve requirements, maturities and sinking fund schedules).
- Review and comment on all related security documents including those prepared by counsel to the underwriter, the Authority, or other participants including, as applicable, the bond indenture, board resolutions, investment agreements, bond purchase agreements, and forms of credit enhancement.
- Review the format and content of the draft official statement and recommend changes to the form and content considered necessary or desirable to enhance the marketability of the financing and to comply with disclosure requirements.
- Monitor the schedule of activities during each financing to assist the Authority in meeting established deadlines.
- Assist in developing and delivering credit presentations to the Authority's board, the Legislature, rating agencies, bond insurers and investor groups.
- Review the recommendations of the managing underwriter with respect to the timing of the bond sale.
- Provide an independent review of the proposed pricing and other offering terms recommended by the managing underwriter including the components and details of the underwriting discount.
- Review all factors as they may influence the final underwriting proposal, including:
  - Accumulation of presale orders;
  - Prevailing market conditions and near term market trends;
  - Recommended original issue discounts; and
  - Interest rates and underwriting discounts on comparable offerings.
- Assess the performance of the underwriting group and the final terms of the purchase agreement submitted by the managing underwriter in order to assist the Authority in obtaining the most advantageous price available for its bonds.
- Recommend acceptance or rejection of the underwriting proposal.
- Review the proposed arrangements for closing and delivery of the bonds and review the planned investment of bond proceeds.
- Prepare and distribute, upon request by the Authority, investment agreement bid requests, evaluate responses and make appropriate recommendations.
  - Review and evaluate the marketing effort of underwriters and the market acceptance of the bonds. Provide recommendations regarding future financing alternatives and the composition of the underwriting group.
  - Prepare requests for proposals and evaluate responses for trustee and/or printing services.

- Make available for conference and consultation such key personnel as may be needed in order to fully perform the requested services in an efficient and expeditious manner.
- Services to be provided related to competitive bond sales include, but are not limited to, the following:
  - Present recommendations as to the timing and manner of sale of the bond issue and suggest appropriate bidding terms and conditions to be contained in the official notice of sale of the bonds.
  - Develop and present specific recommendations as to the details of the bond structure within parameters and meeting objectives established by the Authority. The details will include security provisions, protective and other covenants to be included to achieve rating objectives and provide market benefit, call provisions, projected interest rates, establishment of debt service reserves, and maximum bid discounts.
  - Prepare the text and supervise the production of the official statement and official notice of sale to be issued in connection with the offering of bonds. The facts, statistical data, and other pertinent information to be contained therein shall be sufficient to permit prospective purchasers to properly evaluate and bid for the bonds.
  - Present, in conjunction with the Authority, to the major rating services, sufficiently in advance of the date set for receipt of bids for each bond issue, all relevant data and information to permit them to evaluate and rate the bonds.
  - Coordinate marketing efforts with underwriting groups.
  - Arrange, with the assistance of bond counsel, for the production, execution and delivery of the bonds.
  - Coordinate the plans of the bid opening at a satisfactory location, evaluate the bids submitted, verify their mathematical accuracy, advise the Authority of the bids and make a recommendation as to award.

## 5.06 Other Duties As May Be Required

- Assisting in developing and delivering presentations or position papers to the board, the legislature, rating agencies, bond insurers and investor groups or others as may be required.
- Providing all opinions required under the Internal Revenue Services Code or other governing authority.
- Assisting in obtaining and reviewing a guaranteed investment contract (GIC).
- In addition to the foregoing, AEA may request other financial services advice. The volume and subject matter of such work cannot be predicted. The assignment of such work to the contractor will be solely at AEA's discretion.

## 5.07 The Work Order Process

The contractor is required to be available upon request to complete assigned tasks. Work may be negotiated on a lump sum or an hourly rate with a not-to-exceed price per work order. It is the Authorities' intent to follow a process that will provide for a cost effective and efficient means to accomplish the work required. Proposers may offer an alternative process, terms, or conditions that would encourage or promote efficiencies in using this term agreement.

The Authority's propose to use the following work order assignment process for specific projects:

- After identifying a need for a project the Authority's Project Manager will determine which term contractor to use for a specific task. The Project Manager will choose the contractor who could best complete the project based on the task requirements, the contractor's experience in the task required, and estimated cost. For tasks where it is unclear who may be the best contractor, the Project Manager may solicit information or brief proposals as identified in 2 through 4 below from both term contractors prior to selecting the contractor for the task. In certain cases, both contractors may be utilized on the same task.
- The Authority will submit a request to the contractor by e-mail or phone describing the task(s) to be completed. Each request will:
  - Identify the tasks to be completed.
  - Identify anticipated deliverables.
  - Provide a deadline for completion of the task(s).
  - Provide a deadline for submission of the work order proposal.
- Within the time frame identified in the work order request, the contractor will provide a written (e-mail may be sufficient) proposal that includes:
  - Concurrence with the plan and deliverables or an alternate plan and deliverables.
  - Estimated time involvement of key individuals.
  - A list of any proposed subcontractors and the work they will be doing.
  - A proposed work schedule identifying any critical decision points and expectations the contractor may have for the Authority for review or participation.

- A cost proposal to complete the work order that includes estimates of all labor, transportation, materials, and expenses to complete the project.
  - A fixed cost price or an estimated not-to-exceed price based on the number of hours for the project as proposed.
- Upon receipt of the proposal the Authority will review the proposal with the contractor and either accept the proposal as offered or negotiate as needed to assure a mutual understanding of the work requested and resources needed to accomplish the necessary tasks.
  - The final work order scope, terms, schedule, and cost will be agreed to in writing by both parties and the Authority will issue a written notice to proceed (NTP) with the work (by fax or e-mail).

## 5.08 Other Considerations

- Notification time periods for work may vary from 24 hours to several weeks, depending on the nature and complexity of work required.
- The expected level of detail associated with the contractor's work will be specified in each work order.
- Unless special requests are made (e.g., related to scheduled meetings, or board, or other presentations), the contractor will be free to perform the requested tasks at his/her discretion within the timeframe allotted by the Authority.
- Subcontractors may be used by the contractor subject to Authority approval. The contractor must submit the subcontractor's company name, names of key participants with resumes, address, phone, fax, email and a copy of the subcontractor's Alaska business license, as required, with each work order.
- The contractor may be required to provide a detailed description of the subcontractor's work in response to a work order and copies of agreements between the subcontractor and the contractor.
- The Authority makes no guarantee as to any minimum amount of work that will be given the successful contractor.
- The contractor will be responsible for having all necessary equipment and other resources to perform the tasks.
- The contractor will seek to be efficient with regard to time expended and costs incurred.
- Failure of the contractor to respond to the work order requests timely or failure to complete work on time may be grounds for termination of the contract.

## SECTION SIX PROPOSAL FORMAT AND CONTENT

### 6.01 Proposal Format and Content

The Authority wishes to discourage unnecessarily lengthy and costly proposal preparation, yet all proposals must contain the following information, formatted as requested. Proposals shall be concise, limited to the requested information and not exceed ten (10) pages in length (excluding letter of transmittal, resumes, title page(s), index/table of contents, fee schedule, attachments, or dividers). AIDEA's evaluation committee will not evaluate or score excess information. For the purposes of this RFP, One-page (1-page) means one-side of a single lined, typed, 8-1/2" X 11", piece of paper.

Failure to follow this format for a proposal or failure to include complete information as requested may result in a lower score or disqualification of the proposal depending on the severity of the discrepancy.

Interested parties are to provide a restatement of the scope of work in the Contractors words.

### 6.02 Introduction

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal. Include a statement regarding your firm qualification for the Alaska preferences.

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.

### 6.03 Understanding of the Scope of Services

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the scope of services.

### 6.04 Methodology Used for the Project

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

### 6.05 Personnel Qualifications

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

### 6.06 Firms 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; 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:

- a. title,
- b. resume,
- c. location(s) where work will be performed,
- d. 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.

### 6.07 Contract Cost

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies,

overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

## 6.08 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criterion that is set out in Section SEVEN.

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.

A proposal shall be evaluated to determine whether the offeror responds to the provisions, including goals and financial incentives, established in the request for proposals in order to eliminate and prevent discrimination in state contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, or disability.

# SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED  
TO SCORE THIS PROPOSAL IS 1000

## 7.01 Understanding of the Scope of Services (10 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- [d] Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

## 7.02 Methodology Used for the Project (5 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- [b] How well does the methodology match and achieve the objectives set out in the RFP?
- [c] Does the methodology interface with the time schedule in the RFP?
- [d] To what extent has the offeror identified potential problems?

## 7.03 Personnel Qualifications (20 Percent)

Proposals will be evaluated against the questions set out below:

*Questions regarding the personnel:*

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

## 7.04 Firm’s Qualifications (15 Percent)

Proposals will be evaluated against the questions set out below:

Questions regarding the Firm:

- How well has the firm demonstrated experience in completing similar projects on time and within budget?
- How successful is the general history of the firm regarding timely and successful completion of projects?
- Has the firm provided letters of reference from previous clients?
- If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

## 7.05 Contract Cost (40 Percent)

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 2.13.

Cost shall be evaluate on two (2) scenarios, each scenario shall equal 20% for a total of 40% [20+20=40]

Firms shall provide a list Contracted personnel and subcontractors, names, titles, and loaded, billable hourly rates. AEA expects submissions for this criterion to be detailed by task, for hours provided by personnel in the list, at the rates listed. Do not include any rates that are not listed in the billable hourly rate sheet. An Excel document is provided for submitting 7.05 Contract Cost.

**Example and format:** John Doe \$225  
Mary Smith \$200  
Administrator \$75

Task 1	John Doe	20-hours	\$225	4500
Task 1	Mary Smith	15-hours	200	3000
Task 2	Admin	5-hours	75	375
Task 2	Tech	<del>10-hours</del>	<del>150</del>	1500
	Two Trips to Anchorage	2	1000	2000
	Total	Estimated 50 hours		\$11,375

- **[Response is flawed] In this example, there is no Tech’s rate in the billable list provided. Responses submitted with errors like this will be rejected and a “0” will be given to the criteria.**
- Trips to Anchorage shall be all inclusive with no mark-up in accordance with the original RFP.
- Firms charging travel time shall include and account for those hours in their submission.
- Include any additional expenses, if any, as a separate line.

**Note – Both scenarios are factious entirely; and are for the purposes of this RFP only.**

### Scenario 1 = 20% - Related to Advisor Services

Contractor has been requested to provide AEA with a proposal for the following services related to a \$25-million dollar General Obligation (G.O.) Bond issuance:

Task 1 Manage all components of new bond sale process to completion, including, but not limited to the specific tasks listed below.

Task 2 Review appropriate documents, make appropriate inquires.

Task 3 Work with AEA staff, Bond Attorneys, and underwriters, as well as prepare the preliminary official statement (P.O.S.) and the official statement (O.S.).

Task 4 Attend One (1) meeting in Anchorage to review and approve documents.

Task 5 Prepare presentation, and attend rating(s) meeting in San Francisco, CA.

[Estimate a “minimum” of 150-hours, to provide Full Financial Advisory (F.A.) services. Include the trips described above.]



**Scenario 2 = 20% - Feasibility**

AEA has a new resource development opportunity and is requesting the Contractor provide a proposal based on the following services:

Task 1 Overall Business Plan Review of a hydro project in Alaska.

Task 2 Industry Expert Review; Resource market environment analysis; and technical feasibility

Task 3 Provide Economic impact analysis of project on community and State

Task 4 Preliminary Risk Analysis

Task 5 Financing Plan Review

Task 6 Draft Term Sheet

[total minimum hours to be allocated by Offeror = 265 and two (2) trips to Anchorage for meetings]

***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 2.15.

**7.06 Alaska Offeror Preference (10 Percent)**

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.

**SECTION EIGHT  
ATTACHMENTS**

**8.01 Attachments**

1. Sample Contract



## AEASTANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

<b>1. Agency Contract Number</b> 15125 - <b>SAMPLE</b>	<b>2. DGS Solicitation Number</b> 2015-0800-2495	<b>3. Description</b> AEA Finance Advisor	<b>4. Agency Assigned Encumbrance</b>
<b>5. Vendor Contact</b>	<b>6.</b>	<b>7. Alaska Business License Number</b>	
This contract is between			
<b>8. Department of</b> Alaska Energy Authority			hereafter the Authority or AEA,
<b>9. Contractor</b>			ereafter the Contractor
<b>Mailing Address</b>			
<p><b>10.</b></p> <p>ARTICLE 1. Appendices: <b>Appendices referred to in this contract and attached to it are considered part of it.</b></p> <p><b>ARTICLE 2. Performance of Service:</b></p> <p style="padding-left: 20px;">2.1 <b>Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</b></p> <p style="padding-left: 20px;">2.2 <b>Appendix B sets forth the liability and insurance provisions of this contract.</b></p> <p style="padding-left: 20px;">2.3 <b>Appendix C sets forth the services to be performed by the contractor.</b></p> <p><b>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and Ends _____.</b></p> <p><b>ARTICLE 4. Considerations:</b></p> <p style="padding-left: 20px;">4.1 <b>In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</b></p> <p style="padding-left: 20px;">4.2 <b>When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</b></p>			
<b>11. Alaska Energy Authority (AEA)</b> 813 W Northern Lights Boulevard, Anchorage, AK 99503		<b>Attention: Department</b> Finance	
<b>Email</b> <a href="mailto:aeapayables@aidea.org">aeapayables@aidea.org</a>		<b>Attention:</b> Michael Lamb	
<b>12. CONTRACTOR</b>		<p><b>14. CERTIFICATION:</b> I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.</p>	
<b>Name of Firm</b>			
<b>Signature of Authorized Representative</b>	<b>Date</b>		
<b>Typed or Printed Name of Authorized Representative</b>			
<b>Title</b>			
<b>13. CONTRACTING AGENCY</b>		<b>Signature of Head of Contracting Agency or Designee</b>	<b>Date</b>
<b>Department/Division</b>	<b>Date</b>		
<b>Signature of Project Director</b>		<b>Typed or Printed Name</b> Tom Erickson, Chief Procurement Officer	
<b>Typed or Printed Name of Project Director</b> Michael E. Lamb, Director of Finance			

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

APPENDIX A  
AEA GENERAL PROVISIONS

Article 1. Definitions.

- 1.1 **In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.**
- 1.2 **"State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.**

Article 2. Inspections and Reports.

- 2.1 **The department 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 **If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of 3 AAC 100.590.**

Article 4. Equal Employment Opportunity.

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

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

**4.7 Failure to perform under this article constitutes a material breach of 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 State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.**

Article 6. No Assignment or Delegation.

**The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.**

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 Procurement Officer.**

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 State in the performance of this contract.**

Article 9. Payment of Taxes.

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

Article 10. Ownership of Documents.

**All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State 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. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Procurement Officer, the contractor may retain copies of all the materials.**

Article 11. Governing Law; Forum Selection

**This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.**

Article 12. Conflicting Provisions.

**Unless specifically amended and approved by the Department of Law, the terms of this contract**

**supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.**

Article 13. Officials Not to Benefit.

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

Article 14. Covenant against Contingent Fees.

**The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State 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. Compliance.

**In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.**

Article 16. 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.**

## Appendix B INDEMNIFICATION & INSURANCE

### Article 1. Indemnification

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

### Article 2. Insurance

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

must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. For Contractor's services performed in Alaska, all insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

**2.4 Professional Liability Insurance:** covering all errors, omissions or negligent acts in the performance of professional services under this contract. Limits required per the following schedule:

<b>Contract Amount</b>	<b>Minimum Required Limits</b>
Under \$100,000	\$300,000 per Occurrence/Annual Aggregate
\$100,000-\$499,999	\$500,000 per Occurrence/Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Occurrence/Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

(Revised 12-11)

## **SECTION NINE**

### **APPENDIX B INDEMNIFICATION & INSURANCE**

#### **9.01 Requirements (Revised 12-11)**

##### Article 1. Indemnification

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

##### Article 2. Insurance

Without limiting Contractor's indemnification obligation, Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this contract the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the Authority shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the 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. For Contractor's services performed in Alaska, all insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this contract. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Occurrence/Annual Aggregate
\$100,000-\$499,999	\$500,000 per Occurrence/Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Occurrence/Annual Aggregate
\$1,000,000 or over	Refer to Risk Management