

REQUEST FOR PROPOSALS



COMMUNITY LIAISON AND WORKFORCE DEVELOPMENT SUPPORT CONSULTANT SERVICES

RFP **23128**

ISSUED **JUNE 30, 2023**

The purpose of this work is to obtain the services of qualified and experienced professionals to assist Alaska Industrial Development and Export Authority (AIDEA) in building community relations within specific villages and communities in Northern Alaska. The consultant will support initiatives for workforce development goals in native villages and communities. The consultant will communicate project information to specific diverse audiences and support sharing information between AIDEA and stakeholder groups.

ISSUED BY:

PRIMARY CONTACT:

KELLY NOBLE
CONTRACTING OFFICER
PROCUREMENT@AIDEA.ORG
(907) 771-3909

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Alaska Industrial Development and Export Authority (AIDEA) is soliciting proposals for a Community Liaison and Workforce Development Support Consultant Services to assist AIDEA in building community relations within specific villages and communities in Northern Alaska.

The Professional Service Agreement will be initially set up under the first project for Section 1002 Area of the Arctic National Wildlife Refuge, with specific additional projects being assigned, described, and authorized by individual Notice to Proceed. Other projects shall be negotiated and requested with the issue of a Notice to Proceed through the process outlined in the scope of services.

SEC. 1.02 BUDGET

Alaska Industrial Development and Export Authority (AIDEA) anticipated contract value is a **Not-to-Exceed (NTE) total of \$100,000.00** for the 2023 calendar year, with the option to extend for the 2024 calendar year, at the same rate, subject to appropriations.

AIDEA 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. AIDEA shall issue Notices to Proceed (NTP) to authorize work against the contract. The contract may be extended for additional years to complete existing NTPs.

AIDEA will not pay per diem for travel purposes.

The Technical Assistance hourly rate proposed by the successful Proposer (see Cost Proposal) must include all direct and indirect costs associated with the performance of the contract, including total 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, shipping and delivery costs, costs of deliverables, meals and any other associated costs with the performance of this Contract (except travel), whatever rates are proposed must be used consistently throughout the Contract.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **3 PM** prevailing Alaska Time on **July 18, 2023**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

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

- The Offeror must show in their proposal they have **One to Two (1-2)** years' experience working with small governments or utilities (serving populations under 1500) in Alaska;

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

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the 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 proposal and exposure of Offeror's proposals upon which award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the 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.

Contracting Officer: **KELLY NOBLE** – PHONE **907-771-3909** - procurement@aidea.org.

SEC. 1.07 RETURN INSTRUCTIONS

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

Alaska Industrial Development and Export Authority

Attention: **Kelly Noble**

Request for Proposal (RFP) Number: **23128**

RFP Title: **Community Liaison and Workforce Development Support Consultant Services for the Section 1002 Area of the Arctic National Wildlife Refuge**

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**

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

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

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

It is the Offeror’s responsibility to contact the issuing agency at **907-771-3909** to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.09 AMENDMENTS TO PROPOSALS

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

SEC. 1.10 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment will be provided to all who were notified of the RFP and to those who have registered with the Contracting Officer after receiving the RFP from the OPN.

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

SEC. 1.11 RFP SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / RFP Released		June 30,2023
Deadline for Receipt of Proposals / Proposal Due Date		July 18, 2023
Proposal Evaluations Complete		July 24, 2023

ACTIVITY	TIME	DATE
Notice of Intent to Award		July 25, 2023
Contract Issued		August 17, 2023

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

SEC. 1.12 PRE-PROPOSAL CONFERENCE/TELECONFERENCE

No applicable.

SEC. 1.13 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation. In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

SEC. 1.14 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The Arctic National Wildlife Refuge (ANWR) consists of 19.3 million acres located in northeast Alaska, roughly equal in size to South Carolina. It was created through an agreement between the State of Alaska and the U.S. Department of the Interior under the Alaska National Interest Lands Conservation Act (ANILCA) and signed into law in 1980 by President Jimmy Carter. ANILCA officially expanded the original refuge (the Arctic National Wildlife Range) to the south and west by 9.2 million acres of public domain lands and renamed it the Arctic National Wildlife Refuge.

At statehood, Alaska was promised the opportunity to realize revenues from the development of oil and gas resources on federal lands maintained in Alaska (the 90/10 split). That promise was routinely broken through the late-1970s as then-President Jimmy Carter and his Department of the Interior moved huge swaths of federal lands into conservation units, essentially placing them off limits to development. ANILCA sought to balance the state's natural resource-based economy with environmental protection and preserve Alaskans' unique ways of life. Senator Ted Stevens' efforts resulted in a compromise whereby the Carter Administration was given the authority to move more than 100 million acres of federal lands into conservation units. In exchange, Congress renewed its promise to allow Alaska the opportunity to realize revenues from remaining federal lands in Alaska, including the specially designated non-wilderness Section 1002 Area.

For more than 40 years, Alaskans —led by our indigenous and rural communities on the North Slope— have urged Congress to open the Section 1002 Area for resource exploration. With the passage of the Tax Cuts and Jobs Act in 2017, Congress authorized the Department of the Interior (DOI), Bureau of Land Management (BLM) to establish and administer a competitive oil and gas program in the Coastal Plain, which occurred in December 2020. Of the 22 available tracts, AIDEA bid on 11 tracts, was the successful bidder for nine tracts, and elected to enter into lease agreements for seven tracts in the initial lease sale.

AIDEA has 10-year lease agreements with the BLM for seven tracts in the Coastal Plain of ANWR totaling 365,775 acres, effective January 1, 2021.

According to the U.S. Geological Survey (USGS), the non-wilderness Section 1002 Area of ANWR contains a mean estimated 7.6 billion barrels of recoverable oil and 7 trillion cubic feet of natural gas. In the most recent analysis available on ANWR, when oil was priced at \$67.65/bbl in 2017 dollars, the mean estimate of economically recoverable oil on the federal lands in the Section 1002 Area was 7.1 billion bbl with a chance that the federal lands could have had more than 10.7 billion bbl of economically recoverable oil.

Much of the economic development and jobs supported across Alaska's indigenous and rural North Slope communities is the result of responsible development of regional oil and gas resources. Public funding from taxes on oil and gas infrastructure has significantly contributed to economic security within these communities and provided revenue to fund local services, schools, health clinics, housing, emergency response, water and wastewater, heat and electric utilities, and countless essential services.

Additionally, House Joint Resolution 12 (HJR 12) highlighted that exploration, development, and production of the Section 1002 Area leases are predicted to generate within Alaska 1,430 direct jobs and 6,350 indirect jobs annually and 2,480 direct jobs and 10,100 indirect jobs at peak employment.

With the Coastal Plain Oil & Gas Leasing Program, the Department of the Interior has defined a robust leasing framework with the same high standards and environmental safeguards building on Alaska's successful track record as a reliable domestic energy resource. Of the 1.56 million acres designated within the Section 1002 Area for its oil and gas potential, the BLM has stipulated that only a maximum of 2,000 acres, or roughly three square miles, can be used for surface infrastructure development. This means that any surface development footprint for oil and gas operations is already mandated to be less than .001% of the Section 1002 Area. All other acreage will continue to be managed as habitat and closely monitored. The lease stipulations include a long list of required operating procedures that incorporate extensive pre-planning and authorizations prior to any operations. These also include protections for wildlife, subsistence access, and the required coordination with Alaska's native communities on subsistence use.

AIDEA's role as a public corporation of the State of Alaska is to identify economic development opportunities within the state and to partner with private capital investors for fulfillment of those opportunities. We have a strong interest in ensuring that Alaska has tangible economic benefits that come from future development of its abundant natural resources and we have a distinct interest to ensure that it is done so responsibly. AIDEA is specifically authorized by the Alaska State Legislature to promote and provide financing for Arctic infrastructure development and to enter into lease agreements with government entities necessary to fulfill these purposes (AS 44.88.800). Since its inception, AIDEA has worked with Alaska Native Corporations, tribal organizations, and indigenous village communities to increase job opportunities and encourage the economic growth of the State, particularly in rural and remote areas including the North Slope region of Alaska.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The professional Services agreement that will be awarded under this RFP is intended to assist the Alaska Industrial Development and Export Authority (AIDEA) in conducting public outreach, education activities and serve as the community liaison for the interior communities of Section 1002 Area.

In its capacity as community liaison support consultant for AIDEA, Contractor may be required to facilitate technical assistance on-site community meetings, data collection, analysis, and some feasibility assessments on a case-by-case basis. Data collection and analysis may include (and is not limited to): comprehensive community building, an assessment of potential project cash flow.

The scope of work items are identified below. The actual scope of work and requirements for each task order will be identified in the request for proposals (RFP) issued to the selected term Contractor(s). All task orders will include a Project Management component. The Contractor shall invoice monthly and submit brief monthly progress reports (1-2 pages) that include a description of the activities and/or deliverables completed that period, budget status, and planned activities for the next quarter.

AIDEA seeks a Community Liaison and Workforce Development Support Consultant to assist the AIDEA Communications Director in building community relations within specific villages and communities in Northwestern Alaska and throughout the state. The consultant will support initiatives for workforce development goals in native villages and communities. The consultant will communicate project information to specific diverse audiences and support sharing information between AIDEA and stakeholder groups.

Respondents to this RFP need to demonstrate experience in facilitating groups similar to this project (community outreach industry working groups and/or industry advisory groups) and have a proven track record of planning and facilitating meetings, workshops, conferences, and public outreach and education activities.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately **August 17, 2023**, until completion, approximately **December 31, 2023**. The contract may be extended based on available funding and contractor performance.

Alaska Industrial Development and Export Authority (AIDEA) reserves the right in its sole discretion to add additional funds to this contract subject to availability of funds and need.

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

SEC. 3.03 DELIVERABLES

The selected Consultant will provide services in both office and field settings. Deliverables may include, but are not limited to:

- Identifying specific stakeholders and stakeholder groups to engage;
- Engaging community members and serving as a community liaison in 1:1 meetings with stakeholders, tribes, tribal councils, and community groups
- Providing community relations and communication recommendations for engaging Alaskan communities and program/project stakeholders;
- Supporting workforce development initiatives established by AIDEA for communities in Northwestern Alaska and throughout the state;
- Interactions log documenting conversations with stakeholders
- Monthly recommendations with suggestions on stakeholders to contact and coordinate meetings
- Attendance and presenting at events, meetings, and activities
- Assisting in implementation and execution of workforce development initiatives as requested;
- Aiding in the execution of project communication activities and community events.
- Recommendations and support in implementing workforce development initiatives
- Biweekly meetings with AIDEA Communications Director to provide strategy, updates, and progress

The reviewed and revised final report will be submitted to AIDEA. The consultant will provide one hard copy and one electronic copy as PDF to AIDEA. The consultant may be asked to make a joint presentation to AIDEA.

SEC. 3.04 CONTRACT TYPE

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

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

Alaska Industrial Development and Export Authority (AIDEA) will make payments based on a negotiated payment schedule. Each billing must consist of an invoice, a revised schedule, updated status report noting any issues, and electronic copy of completed Report. No payment will be made until the progress report and invoice has been approved by the Project Manager.

SEC. 3.06 PROMPT PAYMENT FOR STATE PURCHASES

Not Applicable.

SEC. 3.07 CONTRACT PAYMENT

No payment will be made until the contract is approved by the **Executive Director of Alaska Industrial Development and Export Authority (AIDEA)**. Under no conditions will the Authority be liable for the payment of any interest charges associated with the cost of the contract.

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

SEC. 3.08 CONTRACT PRICE ADJUSTMENTS

Consumer Price Index (CPI): Contract prices will remain firm through **December 31, 2023**.

The Contractor or State may request price adjustments, no sooner than 12 months from the Contract execution date, and no more than once per contract year. Contractors must submit a request to the State at least thirty (30) days prior to the end of the current term. All Requests must be in writing and must be received 30 days prior to the Contract renewal date.

- a. If the Contractor or State fail to request a CPI price adjustment 30 days prior to the Contract renewal date, the adjustment will be effective 30 days after the State or Contractor receives their written request.
- b. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.
- c. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year reported HALF1 (January through June 2023) (depends on the timing, may be HALF2 for July-December); and each HALF1 (or HALF2) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. All price adjustments must be approved by the Contracting Officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a Contract Amendment issued by the Contracting officer.
- d. Approval for all price increases is dependent upon full compliance with the terms of the Contract including reporting requirements.

SEC. 3.09 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed for this project will be at various locations in Alaska. The Authority will not pay for travel Expenses.

Alaska Industrial Development and Export Authority (AIDEA) **WILL NOT** provide workspace for the contractor. The contractor must provide its own workspace.

All travel must be pre-approved by the Project Manager prior to any commitment.

1. The contractor will be responsible for all travel arrangements and costs.
2. Airline travel will be reimbursed at coach or comparable rates with a minimum of seven (7) days advance purchase.

3. Rural travel may be on small planes and/ or ferry.
4. There are usually no hotels or lodging facilities. "Accommodations" may consist of the contractor supplying their own sleeping bag and pad and staying at the community's school, utility's office, or private residence.
5. There are usually no restaurants or cooking facilities. Food can usually be purchased at local stores but it is recommended that the contractor bring some food with them.
 - 1) Rental car agreement and final receipt.
 - 2) Mileage reimbursement at the approved IRS rate per mile for the using personal automobile.

The Contractor will be expected to coordinate and gather information from various village, villages and communities in Northwestern Alaska throughout the State of Alaska.

The Contractor will participate in Project Meetings in Anchorage with AIDEA staff at the AIDEA office building as well as online through Microsoft Teams.

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

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

SEC. 3.10 THIRD-PARTY SERVICE PROVIDERS

Not Applicable.

SEC. 3.11 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 3.12 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.13 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. 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. 3.14 F.O.B. POINT

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

SEC. 3.15 CONTRACT PERSONNEL

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

SEC. 3.16 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the Project Manager. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The Project Manager or Contracting Officer may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

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

SEC. 3.17 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

The contractor will not commence additional work until the Project Manager has secured any required Authority approvals necessary for the amendment and issued a written contract amendment, approved by the Executive Director of Alaska Industrial Development and Export Authority.

SEC. 3.18 NONDISCLOSURE AND CONFIDENTIALITY

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

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract.

Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

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

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

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

SEC. 3.19 INDEMNIFICATION

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

SEC. 3.20 INSURANCE REQUIREMENTS

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

Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material

breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$300,000 per claim /annual aggregate.

As required by Appendix B², Evidence of Insurance executed by the carrier's representative and issued to the Authority, shall consist of a Certificate of Insurance or the policy declaration page with required endorsements and certifications included or attached. If a certificate is provided such evidence must include language substantially as follows:

"All policies described herein comply with all aspects of the insurance requirements of the Contract Documents for:

Project Title: 23128

Project Number(s): "Community Liaison and Workforce Development Support Consultant Services"

A copy of insurance requirements for this Contract is attached for your convenience. We suggest you provide a copy of the insurance requirements and this letter to your carrier(s).

Note: You are reminded that your insurance carrier must list the AIDEA as an additional insured for all liability coverage per the contract specifications. The Certificate Holder shall be as follows:

**Alaska Industrial Development and Export Authority (AIDEA)
23128 - Community Liaison And Workforce Development Support Consultant Services
813 West Northern Lights Blvd.
Anchorage, Alaska 99503**

SEC. 3.21 FINANCIAL SOVENCY AND ABILITY TO CONDUCT BUSINESS

Both before and after the granting of any contract or agreement under this Request for Proposals the Contactor at all times must be financially solvent and have the ability to conduct business. Any agreement, contract or proposal with the contractor will terminate without notice to the contractor in the event that the contractor:

- (a) was or will be insolvent, as that term is used and defined in Section 101(32) of the United States Bankruptcy Code and Section 2 of the Uniform Fraudulent Transfer Act.
- (b) has unreasonably small capital or is engaged or about to engage in a business or a transaction for which any remaining assets of the contractor or affiliate are unreasonably small.
- (c) by executing, delivering or performing its obligations under any agreements or documents to which it is a party or by taking any action with respect thereto, intends to, nor believes that it will, incur debts beyond its ability to pay them as they mature;
- (d) contemplates filing a petition in bankruptcy or for an arrangement or reorganization or similar proceeding under any law any jurisdiction, or, to the best knowledge of the contractor, is the subject of any actual, pending or threatened bankruptcy, insolvency or similar proceedings under any law of any jurisdiction.
- (e) incurs any suspension and debarment or is declared ineligible or voluntarily excluded as such terms are defined under any of the debarment regulations of any United States federal government agency or department.

SEC. 3.22 TERMINATION FOR DEFAULT

If the Project Manager or Contracting Officer determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the Alaska Industrial Development and Export 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 state's termination rights under the contract provisions of Appendix A, attached in **SECTION 7. ATTACHMENTS**.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 INTRODUCTION

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

Proposals must confirm that the Offeror will comply with all provisions in this 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.

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

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

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

SEC. 4.02 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, 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; and
- G. that the offers will remain open and valid for at least 90 days.

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

(c) VENDOR TAX ID

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

(d) CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Contracting Officer reserves the right to **consider a proposal non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the Offeror.

(e) FEDERAL REQUIREMENTS

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

SEC. 4.03 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; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

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

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

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

SEC. 4.04 UNDERSTANDING OF THE PROJECT

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

SEC. 4.05 METHODOLOGY USED FOR THE PROJECT

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

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

SEC. 4.06 MANAGEMENT PLAN FOR THE PROJECT

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

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

SPECIAL NOTE: The Offeror shall not disclose their costs in this Submittal Form

SEC. 4.07 COST PROPOSAL

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

Based on the overall project parameters provided under the scope of work contained within this RFP, present a work plan for the project. This work plan should describe, in some detail, the Offeror's approach to the project. That should include a proposed project timeline, conceptual approach to the overall project, and specific approaches and estimated cost requirements that will be used to generate results for each of the items in the scope of work.

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

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

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

Offerors must estimate the number of hours by this proposal. This estimate will be used to calculate the proposal cost estimate.

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

SEC. 4.08 BID BOND – PERFORMANCE BOND

Bid Bond

Offerors must obtain a bid bond and submit it with the proposal. The amount of the bid bond for this contract is **based in the proposal**. If an Offeror is selected to receive the contract and fails to negotiate or fails to deliver a fully executed contract after negotiation, the bid bond will be immediately forfeited to

the state. The time limit for negotiation or delivery of a contract is 14-days from the date the Offeror receives notice from the contracting officer. Proposals submitted without a bid bond will be rejected.

Performance Bond

Offerors must obtain a letter of commitment for a performance bond from a bonding company and submit it with the proposal. The amount of the performance bond must be equal to the entire dollar value of an Offeror's offer, for the full term of the contract. If the contractor fails to satisfactorily perform the contract, the bonding company that provided the performance bond will be required to obtain timely performance of the contract. The actual performance bond must be obtained from the bonding company and provided to the state within 30-days of the date of award of the contract. An Offeror's failure to provide the performance bond, within the required time, will cause the state to reject the proposal or cancel the contract.

SEC. 4.09 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

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

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

SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the Offeror.

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria	Weight
Experience and Qualifications	125
Understanding of the Project	125
Methodology Used for the Project	125
Management Plan for the Project	125
Total	500

Cost Criteria	Weight
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Cost Proposal	400
Total	400

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

TOTAL EVALUATION POINTS AVAILABLE: 1000

SEC. 5.03 SCORING METHOD AND CALCULATION

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in Sections 5.04 through 5.07 and assign a single score of 1 through 10, with 10 representing the highest score and 1 representing the lowest score. Using only whole numbers, PEC members should start with a score of 5 on each section. The score may either increase or decrease depending on the Offeror’s response to each question for that section. As an example, if the Offeror provided responses over and above the evaluation questions in a section, they would receive a higher score. However, if the Offeror’s response fails to address all questions of a section or demonstrates some lack of understanding or competency as it relates to a question for that section, the Offeror would then receive a lower score.

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

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

Example (Max Points for the Section = 100):

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

Offeror 1 was awarded 75 points:

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

Offeror 2 was awarded 50 points:

Offeror Total Score (20)
 _____ x Max Points (100) = Points Awarded (50)
 Highest Total Score Possible (40)

Offeror 3 was awarded 100 points:

Offeror Total Score (40)
 _____ x Max Points (100) = Points Awarded (100)
 Highest Total Score Possible (40)

SEC. 5.04 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. 5.05 UNDERSTANDING OF THE PROJECT (5%)

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 state expects it to provide?
- 4) Has the Offeror demonstrated an understanding of the state's time schedule and can meet it?

SEC. 5.06 METHODOLOGY USED FOR THE PROJECT (20%)

Proposals will be evaluated against the questions set out below:

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology interface with the time schedule in the RFP?

SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT (10%)

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) Does it appear that the Offeror can meet the schedule set out in the RFP?
- 7) Has the Offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 8) To what degree is the proposal practical and feasible?
- 9) To what extent has the Offeror identified potential problems?

SEC. 5.08 CONTRACT COST (Cost Proposal) (40%)

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

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

Example (Max Points for Contract Cost = 400):

Step 1

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

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

Step 2

In this example, the RFP allotted 40% of the available 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 400 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 400 points.

Offeror #2 receives 374.3 points.

\$40,000 lowest cost x 400 maximum points for cost = 16,000,000 ÷ \$42,750 cost of Offeror #2's proposal = 374.3

Offeror #3 receives 336.8 points.

\$40,000 lowest cost x 400 maximum points for cost = 16,000,000 ÷ \$47,500 cost of Offeror #3's proposal = 336.8

SEC. 5.09 ALASKA OFFEROR PREFERENCE (10%)

Per 2 AAC 12.260, 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, which will be added to the Offeror's overall evaluation score.

Example:

Step 1

Determine the number of points available to qualifying Offerors under this preference:

1000 Total Points Available in RFP x 10% Alaska Offeror preference = 100 Points for the preference

Step 2

Determine which Offerors qualify as Alaska bidders and thus, are eligible for the Alaska Offeror preference. For the purpose of this example, presume that all proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	830 points	No Preference	0 points
Offeror #2	740 points	Alaska Offeror Preference	100 points
Offeror #3	800 points	Alaska Offeror Preference	100 points

Step 3

Add the applicable Alaska Offeror preference amounts to the Offeror's scores:

Offeror #1	830 points		
Offeror #2	840 points (740	points	+ 100 points)
Offeror #3	900 points (800 points + 100 points)		

Offeror #3 is the highest scoring Offeror and would get the award, provided their proposal is responsive and responsible.

SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the Project Manager or Contracting officer. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 6.03 SITE INSPECTION

Alaska Industrial Development and Export 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 state reasonable access to relevant portions of its work sites. Individuals designated by the Contracting Officer at the state's expense will make site inspection.

SEC. 6.04 CLARIFICATION OF OFFERS

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

SEC. 6.05 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.06 EVALUATION OF PROPOSALS

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

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

SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the contracting officer may negotiate with the Offeror of the highest-ranked proposal.

Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked Offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the Offeror of the next highest-ranked proposal. If contract

negotiations are commenced, they may be held in the REDOUBT conference room on the 1ST floor of the AIDEA/AEA Building in ANCHORAGE, Alaska.

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

SEC. 6.08 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 state, after a good faith effort, simply cannot come to terms,

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

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the Contracting Officer will issue a written Notice of Intent to Award (NOIA) and send copies of that notice to all Offerors who submitted proposals. The notice will set out the names of all Offerors and identify the Offeror selected for award.

SEC. 6.10 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 ten days after the date the Notice of Intent to Award the contract is issued.

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

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;

- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

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

The Contracting Officer will issue a written response to the protest. The response will set out the contracting officer's decision and contain the basis of the decision within the statutory time limit in 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. 6.11 APPLICATION OF PREFERENCES

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

[Application Of Preferences](#)

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

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

SEC. 6.12 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 Certification Form

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An Offeror does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. An Offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference

SEC. 6.13 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.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An Offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.14 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A) **OR** Standard Contract Form for Goods and Non-Professional Services (form SCF.DOC/Appendix A). This form is attached with the RFP for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and

conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), must be set out in the Offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

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

SEC. 6.15 QUALIFIED OFFERORS

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

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

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

SEC. 6.16 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.17 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 6.18 HUMAN TRAFFICKING

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

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

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

SEC. 6.19 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 state. If an Offeror does so, the Contracting Officer may determine the proposal to be a non-responsive counteroffer 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 State reserves the right to refrain from making an award if it determines that it is not in the best interest of the State.

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

SEC. 6.20 AIDEA NOT RESPONSIBLE FOR PREPARATION COSTS

Alaska Industrial Development and Export Authority will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

SEC. 6.21 DISCLOSURE OF PROPOSAL CONTENTS

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

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

SEC. 6.22 ASSIGNMENT

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

SEC. 6.23 DISPUTES

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 6.24 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.

SEC. 6.25 SUPPLEMENTAL TERMS AND CONDITIONS

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

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

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

SEC. 6.26 SOLICITATION ADVERTISING

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

SEC. 6.27 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the Contracting Officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the contracting officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:

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

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments:

- 1) Cost Proposal.
- 2) Professional Service Agreement Form with Appendix
- 3) Appendix B²
- 4) Amendment to the detailed Statement of sale.
- 5) Appendix G - Coastal Plain Oil and Gas Leasing Program Record of Decision.