



STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

1. Agency Contract Number 23128		2. Solicitation No. 23128		3. Agency Assigned Encumbrance Number	
4. Contract Title Community Liaison and Workforce Development Support Consultant Services				5. Alaska Business License Number	
This contract is between ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT AUTHORITY (AIDEA) hereafter the Authority, and					
6. Contractor <div style="text-align: right;">Hereafter the Contractor</div>					
7. Mailing Address			Email:		
8. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it. ARTICLE 2. Performance of Service: 2.1 Appendix A (General Provisions), Articles 1 through 26, governs the performance of services under this contract. 2.2 Appendix B sets forth the liability and insurance provisions of this contract. 2.3 Appendix C sets forth the services to be performed by the Contractor. ARTICLE 3. Period of Performance: The period of performance for this contract ends: December 31, 2023. The Contracting Agency 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. ARTICLE 4. Considerations: 4.1 In full consideration of the Contractor's performance under this contract, the Authority shall pay the Contractor a sum not to exceed \$100,000.00 in accordance with the provisions of Appendix D. 4.2 When billing the Authority, the Contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to: 11. Authority of Alaska Industrial Development and Export Authority Mailing Address 813 West Northern Lights Boulevard, Anchorage, AK 99503-2495 12. CONTRACTOR Name of Firm Signature _____ Date _____ Typed or Printed Name & Title of Authorized Representative 13. Alaska Industrial Development and Export Authority _____ AIDEA - Executive Director Attention: AIDEA Payables Email AIDEAAP@aidea.org 13. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal. _____ Date _____ Date _____, AIDEA - Chief Procurement Officer					
11. Authority of Alaska Industrial Development and Export Authority			Attention: AIDEA Payables		
Mailing Address 813 West Northern Lights Boulevard, Anchorage, AK 99503-2495			Email AIDEAAP@aidea.org		
12. CONTRACTOR			13. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.		
Name of Firm					
Signature		Date			
Typed or Printed Name & Title of Authorized Representative					
13. Alaska Industrial Development and Export Authority					Date
		Date			
_____, AIDEA - Executive Director			_____, AIDEA - Chief Procurement Officer		

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

Appendix A.

General Provisions

Article 1. Definitions.

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

Article 2. Inspections and Reports.

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

Article 3. Disputes.

Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with 3 AAC 100.570 – 3 AAC 100.620.

Article 4. Equal Employment Opportunity.

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

- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in a contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with the Authority efforts which seek to deal with the problem of unlawful discrimination, and with all other Authority efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all Authority directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

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

Article 6. No Assignment or Delegation.

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

Article 7. No Additional Work or Material.

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

Article 8. Independent Contractor.

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

Article 9. Payment of Taxes.

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

Article 10. Ownership of Documents.

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

Article 11. Governing Law.

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

Article 12. Conflicting Provisions.

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

Article 13. Officials Not to Benefit.

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

Article 14. Covenant against Contingent Fees.

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

Article 15. Integration

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

Article 16. Contract Personnel

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

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

Article 17. Subcontractors

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

Article 18. Contract Invalidation

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

Article 19. Termination for Default

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

Article 20. Conflict of Interest

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

Article 21. News Releases

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

Article 22. Contract Changes

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

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

Article 23. Confidentiality and Ownership of Documents

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

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the Authority or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of

Alaska classification and categorization guidelines (i) provided by the Authority to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

Article 24. Reimbursement to the Authority for Unacceptable Deliverables

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

Appendix B Indemnity and Insurance

Article 1. Indemnification

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

Article 2. Insurance

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

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

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

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

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

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

Appendix C Description of Services

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

***First**, this contract document, **Second**, the RFQ 23128, **Third**, Vendor's proposal.*

Background:

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.

ANILCA Section 702(3) designated 8 million acres of the original Wildlife Range as a wilderness area. The remainder of the original refuge, defined in Section 1002 of ANILCA as the Coastal Plain and constituting 1.56 million acres, was not included in the wilderness designation. The Coastal Plain was specifically set aside for future oil and gas exploration and development. This area is commonly referred to as the "Section 1002 Area" nicknamed after the section of ANILCA that excludes the area from ANWR's wilderness designation.

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.

Oil and gas development in Alaska's arctic has been the backbone of the state's economy since the discovery of oil and gas in Prudhoe Bay nearly 50 years ago. During this time, the oil industry directly and indirectly created tens of thousands of jobs and saw the Central Arctic Caribou Herd grow from roughly 5,000 in 1978 to approximately 30,000 in 2019, according to the Alaska Department of Fish and Game. Since 1970, technological advances in drilling and production have seen the surface footprint of development pads reduce by a factor of 5. What used to take a 65-acre pad to produce just three square miles of reservoir, now uses just a 12-acre pad area to produce more than 100 square miles of reservoir. This incredible advancement in technology has been matched by world-class environmental stewardship and the development of new technologies that help protect the tundra, rivers, lakes and wildlife of Alaska's precious arctic ecosystem.

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.

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.

Contract Term and Work Schedule:

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

Unless otherwise provided in this RFQ, AIDEA 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.

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

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.

Conflict of Interest

Each quote 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 Industrial Development & Export Authority reserves the right to consider a Quote non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Executive Director's determination regarding any questions of conflict of interest shall be final.

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

AIDEA makes no guarantee to any minimum or maximum amount of work that the contractor may perform under this contract. AIDEA shall issue Notices to Proceed (NTP) to authorize work against the contract.

Report monthly on each project with a synopsis of deliverables completed, hours worked by topic, and expenses incurred for each project. Any trip reports shall be submitted to the project manager within 30 days of travel.

ADMINISTRATIVE REQUIREMENTS

The Contractor shall not perform services or incur billable expense except as authorized by issued Notice to Proceed (NTP). The Contractor shall be responsible for all tasks and services authorized by the Notice to Proceed (NTP) signed by the designee established by the Authority, and shall provide such services in accordance with the project schedule.

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

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

INSURANCE REQUIRED:

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 Alaska Industrial Development and Export Authority 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

Project Name

813 West Northern Lights Blvd.

Anchorage, Alaska 99503

Appendix D Payment for Services

This contract is a **FIXED HOURLY RATE** contract. Payment for services provided shall not exceed **\$100,000.00** for the period of performance of this contract and subject to availability of funds and need.

Contracted Rates:

The following table outlines fully loaded billing rates of all personnel:

1. * **Billing Rates (BR).** Provide a table with the following columns (Names required only for key staff and persons "in-responsible-charge"):

<u>Job Classification</u>	<u>Name</u>	<u>Estimated Hours</u>	<u>Fixed Hourly Rate (\$/hr) *</u>
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2. **Subcontracts.** List each, the amount for each and **attach an estimate in this format for each.** **Total Subcontracts \$ _____**
3. **Expenses.** (Equipment, transportation, food and lodging, reproduction, etc. - if not included in Indirect Costs.) Amounts shall be based on actual cost to the Offeror, without any profit or other markup. Provide a table with the following columns:

<u>Item</u>	<u>Quantity</u>	<u>Cost (\$/Unit)</u>	<u>Estimated Cost (\$)</u>	Total Expenses \$ _____
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4. **Total Estimated Cost.** Sum of Billing Rates + Subcontracts + Expenses. **Total Estimated Cost \$ _____**

* Item 1 are proposed as Billing Rates (DCDL + IDC + FEE). Billing rates are hourly labor rates which include compensation for all Costs (Direct Cost of Direct Labor and all Indirect Costs) plus Fee, except for allowable direct Expenses.

Invoicing


The Contractor will submit monthly invoices detailing services performed in accordance with Appendix C. No payment will be made until the progress report and invoice has been approved by the Project Director.

The invoice must:

- reference the Contractor's name, address and phone number
- reference the contract number: **23128**
- include an invoice number
- Reference AIDEA
- itemize the contractual services provided during the period invoiced as described in Appendix C

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

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

 NOTICE TO PROCEED & BILLING SUMMARY				NTP No: #REF! Agreement No: #REF! Accounting Ref No.: #REF! Contract Expiration Date: #REF!		
For: #REF! #REF! #REF!				Contractor: #REF! Project Title: #REF! Category of Services: #REF!		
NOTICE TO PROCEED				BILLING SUMMARY		
This Invoice is for [] Progress [OR] Final Payment OR				Sequential Invoice # for this []		
GL Account Code	Funding Exp. Date	Authorized Task Groups	Authorized To - Date	Prior Approved Paymen	This Billing	Total To - Date
Total Amount Authorized for All Groups				\$0.00		
Sum of Prior APPROVED Payments				0.00		
Sum for THIS INVOICE					0.00	
Sum of Prior Payments and this Invoice						0.00
Balance of Authorized Amount						\$0.00
Department of Labor Close-Out Required? (Construction)				Payment Request & Certification: (Contractor)		
				Signature _____ Date _____		
Name: #REF!				Name: #REF!		
Approval for				Document		
PAYMENT RECOMMENDED (Agency Project Manager): I certify this invoice to be valid and accurate and that services were performed substantially in conformance with the contract requirements and schedule.				PAYMENT APPROVED (Authorized Agency Official): Based upon the Project Manager's recommendation and certification, I hereby approve payment.		
Signature _____				Signature _____ Date _____		
Name: #REF!				Name: _____		

**INSTRUCTIONS TO
CONTRACTOR for
COST REIMBURSEMENT NOTICE TO PROCEED (NTP)
& BILLING
SUMMARY**

- 1 Retain an unmarked, as issued, copy of this form to be used for reproduction and billing.
- 2 If this NTP is unacceptable, notify the Contracting Agency immediately. If acceptable, acknowledge by signature where indicated on a copy of this NTP and return it within ten days after your receipt.
- 3 Submit monthly Invoices to the Agency Contract Manager named in this NTP. Provide a copy of page one of this form as the FACE PAGE of each invoice submitted and with the following entries accurately completed:
 - a) Indicate if the Invoice is for Progress or Final Payment and show the Sequential Invoice Number for this NTP.
Entries in the following columns: Prior Approved Payments, This Billing, and Total to Date for each Task Group;
 - b) plus the SUM TOTALS for: Authorized To - Date, Prior APPROVED Payments, THIS INVOICE, Prior Payments plus this Invoice, and Balance of Authorized Amount.

Note "Prior APPROVED Payments" amounts may NOT be the same as the total of all your prior invoices if some items were disallowed or adjustments were made. If a prior billing has not been acknowledged with any payment, or a different amount from your billing was paid without notification to you of the reason(s), attach a request for an explanation and remedial action.

4 Sign, date and enter printed or typed name under "PAYMENT REQUEST (Contractor)" thereby attesting to the following:

"By signature on this form, the Contractor certifies entries to be true and correct for the services performed to date under or by virtue of said Agreement and in accordance with AS 36.30.400. The Contractor further certifies that all applicable Federal, State and Local taxes incurred by the Contractor in the performance of the services have been paid and that all Subcontractors engaged by the Contractor for the services included in any invoice shall be fully compensated by the Contractor for such services."

5 When Applicable, ATTACH A CURRENT COPY OF EXHIBIT C-4, COST REIMBURSEMENT BILLING DETAIL FORM (from Appendix C of the Agreement) to each invoice. Internally check the form and correct mathematical extensions. The Contracting Agency may return erroneous invoices for correction before processing for payment.

6 Substantiate all charges in each billing, other than for Fixed Prices or Fixed Fees, by attaching a summary of hours expended and hourly labor rate per employee; summary of units completed; subcontractor invoices; expense receipts, etc.; or other proof of expenditures.

7 Prime Contractor's Labor and Indirect Cost shall be billed to the Contracting Agency within 45 days of performance. Subcontractors' Labor and Indirect Cost shall be billed to the Contracting Agency within 60 days of performance. All of the Contractor's and Subcontractors' Other Direct Costs (Expenses) shall be billed to the Contracting Agency within 90 days of being incurred. Charges submitted after the above stated times will, at the Contracting Agency's discretion, not be paid.

8 When each NTP is approximately 75% complete, the Contractor shall determine if the Authorized Amount(s) might be exceeded; and, if so, shall provide an estimate of cost to complete. The Contracting Agency will determine after discussion with the Contractor if additional cost is reasonable and does not include costs that should be absorbed by the Contractor. If additional cost is validated, a negotiated Amendment will be executed which either (1) reduces the scope of services/work products required commensurate with the Authorized Amount(s), or (2) increases the Authorized Amount(s) to that required for completion of the original contract scope.