



## **STATE OF ALASKA**

Department of Natural Resources

### **Request for Proposal**

**RFP 10 180000014 - 1**

#### **TITLE:**

Legal Services for Trust Land Office

#### **PURPOSE:**

The Department of Natural Resources (DNR), Trust Land Office (TLO), is soliciting proposals for professional legal services to assist the Alaska Mental Health Trust Land Office with long term legal advice in the area of commercial real estate. The areas for consultation include but are not limited to entity acquisitions, divestments, contract negotiation support, drafting documents specific to complex transactions, and tax advice. Additional information can be found within this RFP.

Important Notice: If you receive this solicitation from the State's Online Public Notice website or IRIS Vendor Self Service portal, you must register with the DNR Procurement Section to receive subsequent amendments. Registration must be in writing and may be made via email to [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov) or fax to 907-269-8909. Failure to register with the DNR Procurement Section may result in rejection of your offer.

ADA: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a bid should contact the DNR Procurement Section via email to [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov), fax to 907-269-8909, telephone at 907-269-8666 or 269-8687, or TDD at 907-269-8411 not later than 10 calendar days prior to the bid closing date to make necessary arrangements.

**Date of Issue: October 10, 2017**

**Deadline for Receipt of Proposals: November 01, 2017 14:00:00**

**Important Notice:** If you received this solicitation from the State of Alaska's "Vendor Self-Service" web site, you must register with the procurement officer to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

PROCUREMENT OFFICER: Marlys Hagen  
TELEPHONE NUMBER: (907)269-8666  
EMAIL: marlys.hagen@alaska.gov

BID RECEIVING LOCATION:  
Support Services ANC Admin  
Suite 1230  
550 W. 7th Ave.  
Anchorage, AK 99501-3564

### PREFERENCES

Does your business qualify for the Alaska bidder preference?

☐ Yes ☐ No

Does your business qualify for the Alaska veteran preference?

☐ Yes ☐ No

### PROPOSAL SCHEDULE

Event Date	Event Description
10/17/17	Pre-Proposal Conference
10/20/17	Questions Due
11/01/17	Solicitation Closing Date/Time

### LINE ITEMS

Line No.	Description	Quantity	Unit	Unit Cost
1	Legal Services for the Trust Land Office			
Start Date	End Date	Delivery Date	F.O.B. Point	Extended Line Total
11/22/17	10/31/18			

**Extended Description:**

Legal Services for the Trust Land Office on an as-needed basis as specified within this RFP.

DO NOT ENTER COST IN THIS SECTION. Cost is to be entered only on the Cost Proposal form attached to this RFP.

### EVALUATION CRITERIA

The following criteria will be used when determining the award of this solicitation			
Code	Criteria Description	Points	Vendor Response (DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)
1	Cost	40	
2	Experience	25	
4	Management Plan	15	
5	Understanding	10	
7	AK Offeror Pref	10	

### Terms and Conditions

No.	Name	Section
004	Request for Proposals	

<b>Solicitation Assemble</b> <b>180000014</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 4 of 46</b>
--	---------------------------------------	---	---------------------

**RFP NO. 180000014**

## **LEGAL SERVICES FOR TRUST LAND OFFICE**

### **TABLE OF CONTENTS**

Section	Description	Page(s)
<b>1.</b>	<b>INTRODUCTION AND INSTRUCTIONS</b>	<b>6 - 11</b>
1.01	Purpose of the RFP	6
1.02	Budget	6
1.03	Deadline for Receipt of Proposals	6
1.04	Prior Experience	6 - 7
1.05	Required Review	7
1.06	Questions Prior to Deadline for Receipt of Proposals	7
1.07	Return Instructions	7 - 8
1.08	Proposal Contents	8 - 9
1.09	Assistance to Offerors with a Disability	9
1.10	Amendments to Proposals	9
1.11	Amendments to the RFP	9 - 10
1.12	RFP Schedule	10
1.13	Pre-Proposal Conference	10
1.14	Alternate Proposals	10 - 11
1.15	News Releases	11
<b>2.</b>	<b>BACKGROUND INFORMATION</b>	<b>11 - 12</b>
2.01	Background Information	11 - 12
<b>3.</b>	<b>SCOPE OF WORK AND CONTRACT INFORMATION</b>	<b>12 - 20</b>
3.01	Scope of Work	12
3.02	Contract Term and Work Schedule	12 - 13
3.03	Deliverables	13
3.04	Contract Type	13
3.05	Proposed Payment Procedures	13
3.06	Prompt Payment for State Purchases	13 - 14
3.07	Contract Payment	14
3.08	Location of Work	14
3.09	Third-Party Service Providers	14
3.10	Subcontractors	14 - 15
3.11	Joint Ventures	15
3.12	Right to Inspect Place of Business	15
3.13	F.O.B. Point	15 - 16
3.14	Contract Personnel	16
3.15	Inspection and Modification – Reimbursement for Unacceptable Deliverables	16
3.16	Liquidated Damages	16
3.17	Contract Changes – Unanticipated Amendments	16
3.18	Nondisclosure and Confidentiality	16 - 17

<b>Solicitation Assemble</b> <b>180000014</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 5 of 46</b>
--	---------------------------------------	---	---------------------

3.19	Insurance Requirements	17 - 18
3.20	Termination for Default	18
3.21	Delivery Order (DO) Procedures	18 - 19
3.22	Contract Prices and Price Adjustments	19 - 20
<b>4.</b>	<b>PROPOSAL FORMAT AND CONTENT</b>	<b>20 - 22</b>
4.01	Proposal Format and Content	20
4.02	Introduction	20
4.03	Understanding of the Project	20
4.04	Management Plan for the Project	20 - 21
4.05	Experience and Qualifications	21
4.06	Cost Proposal	21 - 22
4.07	Evaluation Criteria	22
<b>5.</b>	<b>EVALUATION CRITERIA AND CONTRACTOR SELECTION</b>	<b>22 - 24</b>
5.01	Understanding of the Project	22
5.02	Management Plan for the Project	22 - 23
5.03	Experience and Qualifications	23 - 24
5.04	Contract Cost	24
5.05	Alaska Offeror Preference	24
<b>6.</b>	<b>GENERAL PROCESS INFORMATION</b>	<b>24 - 31</b>
6.01	Informal Debriefing	24
6.02	Alaska Business License and Other Required Licenses	24 - 25
6.03	Site Inspection	25
6.04	Clarification of Offers	26
6.05	Discussions with Offerors	26
6.06	Evaluation of Proposals	26
6.07	Contract Negotiation	26 - 27
6.08	Failure to Negotiate	27
6.09	Offeror Notification of Selection	27
6.10	Protest	27 - 28
6.11	Application of Preferences	28
6.12	Alaska Bidder Preference	29
6.13	Alaska Veteran Preference	29 - 30
6.14	Alaska Offeror Preference	30
6.15	Formula Used to Convert Cost to Points	30 - 31
<b>7.</b>	<b>GENERAL LEGAL INFORMATION</b>	<b>31 - 34</b>
7.01	Standard Contract Provisions	31
7.02	Proposal as a Part of the Contract	31
7.03	Additional Terms and Conditions	31
7.04	Human Trafficking	31 - 32
7.05	Right of Rejection	32
7.06	State Not Responsible for Preparation Costs	32
7.07	Disclosure of Proposal Contents	32 - 33
7.08	Assignment	33
7.09	Disputes	33

<b>Solicitation Assemble</b> <b>180000014</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 6 of 46</b>
--	---------------------------------------	---	---------------------

7.10	Severability	33
7.11	Supplemental Terms and Conditions	33
7.12	Contract Invalidation	33 - 34
7.13	Solicitation Advertising	34
<b>8.</b>	<b>ATTACHMENTS</b>	<b>34 - 46</b>
8.01	Proposal Evaluation Form	35 - 39
8.02	Standard Agreement Form – Appendix A, General Conditions	40 - 42
8.03	Appendix B2	43
8.04	Trust Resource Management Strategy and Real Estate Management Plan (attached separately in 7 individual documents)	7 docs.
8.05	Cost Proposal – Part One – Itemized List	44 - 45
8.06	Cost Proposal – Part Two – Evaluated Cost Proposal	46

## **1. INTRODUCTION AND INSTRUCTIONS**

### **1.01 Purpose of the RFP**

The Department of Natural Resources (DNR), Trust Land Office (TLO), is soliciting proposals for professional legal services to assist the Alaska Mental Health Trust Land Office with long term legal advice in the area of commercial real estate. The areas for consultation include but are not limited to entity acquisitions, divestments, contract negotiation support, drafting documents specific to complex transactions, and tax advice. A more detailed description including the Scope of Work can be found in Section 3 of this RFP.

### **1.02 Budget**

Department of Natural Resources, Trust Land Office, estimates a budget of between \$100,000 and \$200,000 dollars for each contract term, with a total contract cost of approximately \$1,000,000. Proposals priced at more than \$1,000,000 may be considered non-responsive.

Approval or continuation of a contract resulting from this is contingent upon legislative appropriation.

### **1.03 Deadline for Receipt of Proposals**

Proposals must be received by the DNR Procurement Section no later than the prevailing Alaska Time on the date shown on page two of this RFP as the Deadline for Receipt of Proposals. **Faxed, emailed, or oral proposals ARE NOT acceptable.**

### **1.04 Prior Experience**

For offers to be considered responsive offerors must meet these minimum prior experience requirements:

1. 10 years of practicing law in the area of Commercial Real Estate;

<b>Solicitation Assemble</b> 180000014	<b>Document Phase</b> Final	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 7 of 46</b>
---	--------------------------------	---	---------------------

2. Successful formation of entities in a minimum of 5 states. Entities include 501c25, LLC, C Corp and S Corp;
3. 10 years of representing clients with the IRS. Representation includes preparation of returns, audit defense, judicial representation, and analyses and opinions on applicable regulations; and
4. 3 years of experience with Alaska law concerning State of Alaska regulations.

A minimum of one attorney in the firm must satisfy a minimum of one qualification. The same attorney does not have to satisfy each requirement, e.g. one attorney can meet the requirement of #1; another the requirement of #2; etc.

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

### **1.05 Required Review**

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

### **1.06 Questions Prior to Deadline for Receipt of Proposals**

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

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

Procurement Officer: Marlys Hagen – PHONE 907-269-8666 - FAX 907-269-8909 - TDD 907-269-8411 – Email [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov)

### **1.07 Return Instructions**

Responses through the IRIS Vendor Self-Service (VSS) are not acceptable.

Offerors must submit four signed hardcopies of their technical proposal and one signed hardcopy of their cost proposal, in writing, to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

<b>Solicitation Assemble</b> <b>180000014</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 8 of 46</b>
--	---------------------------------------	---	---------------------

Department of Natural Resources  
Support Services Division  
Procurement Section  
Attention: Marlys Hagen  
Request for Proposal (RFP) Number: 180000014  
RFP Title: Legal Services for the Trust Land Office  
550 W. 7th Avenue, Suite 1230  
Anchorage, Alaska 99501

The sealed proposal package(s) must be received within the DNR Procurement Office prior to the Deadline for Receipt of Responses. Late proposals will be considered non-responsive and will not be accepted or opened by the DNR Procurement Office.

**Faxed, emailed, or oral proposals are not acceptable and will be rejected.**

An offeror's failure to submit its proposal in its entirety to the DNR Procurement Section prior to the Deadline for Receipt of Proposals will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

### **1.08 Proposal Contents**

The following information must be included in all proposals.

#### **(a) Authorized Signature**

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

#### **(b) Offeror's Certification**

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

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



<b>Solicitation Assemble</b> <b>180000014</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 9 of 46</b>
--	---------------------------------------	---	---------------------

contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

(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 Commissioner of the Department of Natural Resources reserves the right to consider a proposal non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

(e) Federal Requirements

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

### **1.09 Assistance to Offerors with a Disability**

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

### **1.10 Amendments to Proposals**

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

### **1.11 Amendments to the RFP**

If an amendment is issued, it will be provided to all who were provided with a copy of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice or IRIS Vendor Self Service web site.

<b>Solicitation Assemble</b> 180000014	<b>Document Phase</b> Final	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 10 of 46</b>
---	--------------------------------	---	----------------------

## 1.12 RFP Schedule

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

- a. Issue RFP October 10, 2017,
- b. Pre-proposal conference on October 17, 2017,
- c. Deadline for Receipt of Proposals November 1, 2017,
- d. Proposal Evaluation Committee complete evaluation by November 7, 2017,
- e. State of Alaska issues Notice of Intent to Award a Contract November 8, 2017,
- f. State of Alaska issues contract November 21, 2017,
- g. Initial contract period November 22, 2017 to October 31, 2018 with the option to renew for four additional one-year terms for a total possible contract term of five years.

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

## 1.13 Pre-proposal Conference

A **NON-MANDATORY** pre-proposal conference will be held at 10:00 a.m., Alaska time, on October 17, 2017 in the Trust Land Office conference room on the 1st floor of the office building located at 2600 Cordova Street in Anchorage, Alaska. Adequate parking is available at the conference location. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

The conference will be teleconferenced. The teleconference call in number and access (pass) code will be provided to those who register with the DNR Procurement Officer for this RFP.

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

## 1.14 Alternate Proposals

Offerors may only submit one proposal for evaluation.

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

<b>Solicitation Assemble</b> 180000014	<b>Document Phase</b> Final	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 11 of 46</b>
---	--------------------------------	---	----------------------

## 1.15 News Releases

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

## 2. BACKGROUND INFORMATION

### 2.01 Background Information

The Alaska Mental Health Trust (The Trust) was created by Congress before statehood as a land trust form which income would be used to fund mental health services. The state breached its trust duty by mismanaging the land. The settlement of the resulting Mental Health Lands Trust lawsuit in 1994 created a Trust Authority consisting of seven trustees. The Trust was reconstituted with \$200 million and nearly 1,000,000 acres of land. The Trust contracts with the Alaska Permanent Fund Corporation to manage its cash assets and the Trust Land Office (TLO) in the Department of Natural Resources to manage the land and other non-cash assets. The Trust's beneficiaries include Alaskans who are:

- a. People with mental illness;
- b. People with developmental disabilities;
- c. People with chronic alcoholism and other substance related disorders; and
- d. People with Alzheimer's disease and related dementia, including people who have experienced a traumatic brain injury resulting in a permanent disabling condition.

The TLO is specifically responsible for managing the one million acres of land and other natural resources owned by The Trust. The TLO generates revenue by leasing and sales of land; real estate investment and development; commercial timber sales; mineral exploration and production; coal, oil, and gas exploration and development; and sand, gravel, and rock sales.

In addition to revenue generation the TLO is charged with managing Trust lands prudently, efficiently, and with accountability to The Trust and its beneficiaries.

The TLO carries out its stewardship role by managing and protecting the inherent value of The Trust's real property portfolio for today's development opportunities and into perpetuity. This is done by granting easements, selling land through competitive programs, and leasing land and buildings to generate revenue. Preservation responsibilities include evaluating and monitoring a long-term asset management strategy, restoration or reclamation projects, conservation easements, and trespass/access controls.

The Trustees are charged with overseeing the management of Trust assets as well as spending trust income to ensure the creation of a Comprehensive Integrated Mental Health Program to serve the beneficiaries.

It is important that all Offerors understand The Trust's role in the public eye and that all activities

<b>Solicitation Assemble</b> <b>180000014</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 12 of 46</b>
--	---------------------------------------	---	----------------------

of The Trust and its employees are subject to heightened scrutiny because of the millions of dollars spent by the Trustees every year, and that the assets of The Trust belong to the beneficiaries. The Trust statute AS 47.30.011(3) provides for the hire of legal counsel to provide legal services for the corporation and Board of Trustees.

The Trust Fund management, earnings, and The Trust operations receive special non-beneficiary public trust and scrutiny because of the comprehensive integrated mental health programs supported by the Trust Fund and impacts of Trust land management. The Trust recognizes that public accountability is an important obligation of our services.

A copy of the Trustee approved Trust Real Estate Management Plan is attached to this RFP.

### **3. SCOPE OF WORK AND CONTRACT INFORMATION**

#### **3.01 Scope of Work**

The Trust Land Office (TLO) under direction from the Board of Trustees has been tasked to actively pursue Real Estate investment opportunities. These opportunities may take several forms from the purchase of new assets to development of assets on Trust lands with a Joint Venture partner.

The Contractor will provide legal counsel and perform legal services in the further development of the real estate program for the Trust Land Office and the Alaska Mental Health Trust Authority. The overall goal of this project is to acquire and develop Real Estate that maximizes returns to The Trust while minimizing risk.

A portion of the work will involve interpretation and application of state and federal laws and regulations affecting the ability of the TLO to form partnerships and engage in development activities for a commercial real estate program.

Other work will include but not be limited to:

- a. Legal assistance to acquire and develop commercial real estate;
- b. Advise with legal structures and contract negotiations;
- c. Interviews with other state agencies to include Executive Directors and Real Estate staff members; and
- d. Creating legal documents.

#### **3.02 Contract Term and Work Schedule**

The length of the contract will be from the date of award, approximately November 22, 2017, until October 31, 2018.

<b>Solicitation Assemble</b> 180000014	<b>Document Phase</b> Final	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 13 of 46</b>
---	--------------------------------	---	----------------------

There will be four (4), one-year, renewal options for this contract, which are to be exercised at the sole discretion of the State.

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

### **3.03 Deliverables**

The contractor will be required to provide the following deliverables:

- a. Advice and assistance regarding applicable laws and regulations, TLO powers and processes, and obtaining of approvals;
- b. Coordination of work with other legal contractors;
- c. Negotiation and drafting of agreements between the TLO and developers;
- d. Preparation and finalization of Certificate of Formation of Joint Venture; and
- e. Negotiation and drafting various legal documents as required.

### **3.04 Contract Type**

This contract is a Time and Materials Master Agreement (MA). Delivery Orders (DOs) will be issued against the MA on an as-needed basis only for required work following the procedures outlined in paragraph 3.21 of this RFP.

The Trust Land Office does not guarantee a minimum or maximum number of orders to be issued or dollar amount to be spent under any contract resulting from this RFP.

### **3.05 Proposed Payment Procedures**

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

### **3.06 Prompt Payment for State Purchases**

The state is eligible to receive a 5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being

<b>Solicitation Assemble</b> 180000014	<b>Document Phase</b> Final	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 14 of 46</b>
---	--------------------------------	---	----------------------

made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

### **3.07 Contract Payment**

No payment will be made until the contract is approved by the Commissioner of the Department of Natural Resources or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract.

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

### **3.08 Location of Work**

The Trust Land Office (TLO) is located in Anchorage, Alaska, however Real Estate transactions may be located anywhere in the United States. Currently commercial properties are located in Anchorage only. It is the intent of the TLO to acquire real estate in other locations.

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

Travel by the Contractor will not be required under a contract resulting from this RFP.

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

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

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

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

### **3.09 Third-Party Service Providers**

The contractor must provide, on an annual basis, a Type 2 Statement on Standards for Attestation Engagements (SSAE) SOC 1, SOC 2, or SOC 3 report(s). Failure to provide this reports may be treated as a material breach and may be a basis for a finding of default.

### **3.10 Subcontractors**

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

<b>Solicitation Assemble</b> 180000014	<b>Document Phase</b> Final	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 15 of 46</b>
---	--------------------------------	---	----------------------

the portions of the work the subcontractors will perform.

Subcontractor experience shall be considered in determining whether the offeror meets the requirements set forth in Section 1.04 Prior Experience of this RFP.

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

- a. Complete name of the subcontractor;
- b. Complete address of the subcontractor;
- c. Type of work the subcontractor will be performing;
- d. Percentage of work the subcontractor will be providing;
- e. Evidence that the subcontractor holds a valid Alaska business license; and
- f. A written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

Notwithstanding the approval of any subcontract the Contractor shall be solely responsible for the satisfactory performance of all subcontractors and subcontracted services and for the compensation of all subcontractors. The Contractor shall be and remain liable for all costs and damages to the TLO caused by negligent performance or non-performance of the subcontracted services and shall indemnify, defend, and hold harmless the State and its officers, employees, and agents from and against any such claims or failures by subcontractors.

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

### **3.11 Joint Ventures**

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

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

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

### **3.13 F.O.B. Point**

The F.O.B. Point for any deliverables required by a Delivery Order placed against the contract will be the Trust Land Office location identified in the order. All prices offered for a work assignment under a Delivery Order issued against the contract resulting from this RFP must

<b>Solicitation Assemble</b> 180000014	<b>Document Phase</b> Final	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 16 of 46</b>
---	--------------------------------	---	----------------------

include the delivery costs to the specified location.

### **3.14 Contract Personnel**

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

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

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project 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 may instruct the contractor to make corrections or modifications if needed to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

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

### **3.16 Liquidated Damages**

Not applicable to this RFP or the resulting contract.

### **3.17 Contract Changes - Unanticipated Amendments**

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

The contractor will not commence additional work until the project manager has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Natural Resources or the Commissioner's designee.

### **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



<b>Solicitation Assemble</b> <b>180000014</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 17 of 46</b>
--	---------------------------------------	---	----------------------

and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

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

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

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

### **3.19 Insurance Requirements**

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and

<b>Solicitation Assemble</b> <b>180000014</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 18 of 46</b>
--	---------------------------------------	---	----------------------

grounds for withdrawal of the award or termination of the contract.

Offerors must review form APPENDIX B2, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in APPENDIX B2 must be set out in the offeror's proposal.

### **3.20 Termination for Default**

If the project manager determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

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

### **3.21 Delivery Order (DO) Procedures**

When the Trust Land Office identifies a need for legal work under the contract resulting from this RFP they will issue an Informal Request for Proposals (IRFP) to the Contractor.

The IRFP will identify the tasks to be completed, anticipated deliverables, a deadline for completion of the task(s), and a deadline for submission of the IRFP. The IRFP may be in the form of an email, memorandum, or other written document outlining the required services.

Within the timeframe identified in the IRFP the Contractor will respond with a written proposal that includes concurrence with the plan and deliverables or an alternate plan and deliverables; estimated time involvement of key individuals; a list of any proposed subcontractors and the work they will be doing; a proposed work schedule identifying any critical decision points and expectations the contractor may have for the TLO for review or participation; and a cost proposal to complete the work that includes estimates of all time and materials required to complete the project.

Upon receipt of the proposal the TLO will review the proposal and either accept the proposal as offered or negotiate with the contractor as needed to assure the work is completed in the most cost effective and efficient manner.

The final work order scope, terms, schedule, and cost will be agreed to in writing by both parties and the Contractor will be issued a Delivery Order (DO) authorizing the work. Contractors are advised not to begin work on the project without a signed DO.

Other considerations:

a. Notification time periods for IRFP's may vary from 24 hours to several weeks depending on

<b>Solicitation Assemble</b> <b>180000014</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 19 of 46</b>
--	---------------------------------------	---	----------------------

the nature and complexity of the work required;

b. The expected level of detail associated with the contractor's work will be specified in each IRFP and will be project specific;

c. Unless special requests are made such as scheduled meetings or limited availability interviews the contractor will be free to perform required tasks at his/her discretion within the timeframe allotted by the TLO;

d. Subcontractors may be used by the contractor subject to TLO approval and subcontractor information to include name, address, phone number, fax number, email address, and a copy of their Alaska business license must be submitted with each proposal;

e. The contractor may be required to provide a detailed description of the subcontractors work in response to an IRFP and copies of agreements between the contractor and subcontractor;

f. The TLO makes no guarantee as to any minimum or maximum amount of work that may be given to a contractor;

g. Failure of the contractor to respond to IRFPs in a timely manner or to complete the work on time may be grounds for termination of the contract; and

h. The TLO reserves the right to contract with other contractors for services that may be provided under this Master Agreement during the contract term and any subsequent renewal options if the TLO believes it is in the best interests of The Trust to do so.

### **3.22 Contract Prices and Price Adjustments**

Contract prices offered in the Cost Proposal must remain firm through October 31, 2018.

Contractors must request price adjustments, in writing, 30 days prior to the contract renewal date. If a contractor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the state receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Anchorage Area.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average January through June, 2017 and the January through June, 2018 six month average. The percentage difference between those two CPI issues will be the price adjustment rate for the 1st contract renewal period. Subsequent price adjustments will be accomplished using the same formula but with comparison period changed to January through June, 2018 versus January through June, 2019, etc. No retroactive contract price adjustments will be allowed.

<b>Solicitation Assemble</b> 180000014	<b>Document Phase</b> Final	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 20 of 46</b>
---	--------------------------------	---	----------------------

The CPI for the January through June, 2017 six month period is **218.616**.

## **4. PROPOSAL FORMAT AND CONTENT**

### **4.01. Proposal Format and Content**

The state 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. Offerors are advised to carefully review the Evaluation Criteria and Contractor Selection information shown in Section Five of this RFP when preparing their proposal.

### **4.02 Introduction**

Proposals must include the complete name and address of offeror's firm and the name, mailing address, email 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.

Proposals must include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest as required by paragraph 1.08(d) of this RFP.

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.

**DO NOT ENTER ANY COST OR OTHER PRICING INFORMATION IN THIS SECTION. COST IS TO BE ENTERED ONLY ON THE COST PROPOSAL SUBMITTED SEPARATELY WITHIN THE PROPOSAL PACKAGE.**

### **4.03 Understanding of the Project**

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

**DO NOT ENTER ANY COST OR OTHER PRICING INFORMATION IN THIS SECTION. COST IS TO BE ENTERED ONLY ON THE COST PROPOSAL SUBMITTED SEPARATELY WITHIN THE PROPOSAL PACKAGE.**

### **4.04 Management Plan for the Project**

<b>Solicitation Assemble</b> <b>180000014</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 21 of 46</b>
--	---------------------------------------	---	----------------------

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.

DO NOT ENTER ANY COST OR OTHER PRICING INFORMATION IN THIS SECTION. COST IS TO BE ENTERED ONLY ON THE COST PROPOSAL SUBMITTED SEPARATELY WITHIN THE PROPOSAL PACKAGE.

#### **4.05 Experience and Qualifications**

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; 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, and if an attorney whether or not the attorney is licensed to practice law within the State of Alaska.

Offerors must provide within their technical proposal or in a memorandum attached to their technical proposal reference names, email addresses, and phone numbers for a minimum of three similar projects the offeror's firm has completed.

DO NOT ENTER ANY COST OR OTHER PRICING INFORMATION IN THIS SECTION. COST IS TO BE ENTERED ONLY ON THE COST PROPOSAL SUBMITTED SEPARATELY WITHIN THE PROPOSAL PACKAGE.

#### **4.06 Cost Proposal**

Cost Proposal must be submitted separately from the Technical Proposal within the proposal package. The Cost Proposal submitted in response to this RFP will be in two parts.

Part One will be an itemized list of position names, current employee, and hourly rates for each person who will work on the contract. All direct and indirect costs associated with the hourly fees must include but not be limited to direct expenses, payroll, supplies, overhead assigned to each person working on the project, and profit. The offeror may complete and submit the Itemized List attached to this RFP or an offeror generated separate list at their sole discretion. The only requirement for an offeror generated list is that it contain the minimum information shown on the form and be legible and easy to understand.

Part Two will be the Evaluated Cost Proposal attached to this RFP using the personnel and hourly rates shown in the offered Itemized List. The Evaluated Cost Proposal will be used only for evaluation and award purposes by the State.

<b>Solicitation Assemble</b> 180000014	<b>Document Phase</b> Final	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 22 of 46</b>
---	--------------------------------	---	----------------------

Both Parts One and Two must be included in the Cost Proposal package submitted by the offeror. Failure to include both Parts One and Two will result in rejection of the offer.

#### **4.07 Evaluation Criteria**

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

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

### **5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**

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

#### **5.01 Understanding of the Project (10%)**

Proposals will be evaluated against the questions set out below:

- a. How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- b. How well has the offeror identified pertinent issues and potential problems related to the project?
- c. To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- d. How well has the offeror demonstrated an understanding of the Delivery Order procedures outlined in paragraph 3.21?

#### **5.02 Management Plan for the Project (15%)**

Proposals will be evaluated against the questions set out below:

- a. How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- b. How well is accountability completely and clearly defined?
- c. Is the organization of the project team clear?
- d. How well does the management plan illustrate the lines of authority and communication?

<b>Solicitation Assemble</b> <b>180000014</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 23 of 46</b>
--	---------------------------------------	---	----------------------

e. To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

f. Does it appear that the offeror can meet the schedule set out in the RFP?

g. Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

h. To what degree is the proposal practical and feasible?

i. To what extent has the offeror identified potential problems?

### **5.03 Experience and Qualifications (25%)**

Proposals will be evaluated against the questions set out below:

a. Questions regarding the personnel:

[1] Do the individuals assigned to the project have experience on similar projects?

[2] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in providing legal services for a Real Estate Development and Acquisition program?

[3] How extensive is the experience of the designated personnel in working with a land trust?

[4] How extensive is the experience of the designated personnel in working with state or local governments?

[5] How extensive is the applicable education and experience of the personnel designated to work on the project?

b. Questions regarding the firm:

[1] How well has the firm demonstrated experience in completing similar projects on time and within budget?

[2] How successful is the general history of the firm regarding timely and successful completion of projects?

[3] Has the firm provided references within their proposal or letters of reference from previous clients?

[4] If a subcontractor will perform work on the contract how well do they measure up to the

<b>Solicitation Assemble</b> <b>180000014</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 24 of 46</b>
--	---------------------------------------	---	----------------------

evaluation used for the offeror?

[5] How extensive is the firm's experience working with state or local governments?

[6] To what degree does the firm have the ability to perform the contract if key personnel are lost?

[7] Is at least one attorney within the firm licensed to practice law within the State of Alaska?

#### **5.04 Contract Cost (40%)**

To avoid the appearance of price influencing scoring, Cost will be scored only by the Procurement Officer.

Overall, a minimum of 40% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.12.

For Cost Evaluation purposes, only Part Two of the Cost Proposal will be scored by the DNR Procurement Officer.

##### **Converting Cost to Points**

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 6.15.

#### **5.05 Alaska Offeror Preference (10%)**

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

### **6. GENERAL PROCESS INFORMATION**

#### **6.01 Informal Debriefing**

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

#### **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



<b>Solicitation Assemble</b> <b>180000014</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 25 of 46</b>
--	---------------------------------------	---	----------------------

Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806, for information on these licenses.

Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

At the time proposals are due at least one attorney within the offeror's firm must be licensed to practice law within the State of Alaska.

The business license requirement applies even if the offeror is located out of state or the majority of services will be provided out of state.

### **6.03 Site Inspection**

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

<b>Solicitation Assemble</b> 180000014	<b>Document Phase</b> Final	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 26 of 46</b>
---	--------------------------------	---	----------------------

#### **6.04 Clarification of Offers**

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

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

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

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

#### **6.06 Evaluation of Proposals**

The procurement 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.

#### **6.07 Contract Negotiation**

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

<b>Solicitation Assemble</b> 180000014	<b>Document Phase</b> Final	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 27 of 46</b>
---	--------------------------------	---	----------------------

with the offeror of the next highest-ranked proposal.

If contract negotiations are commenced, they may be held in the Trust Land Office conference room on the 1st floor of the office building located at 2600 Cordova Street in Anchorage, Alaska.

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

## **6.08 Failure to Negotiate**

If the selected offeror

- a. fails to provide the information required to begin negotiations in a timely manner; or fails to negotiate in good faith; or
- b. indicates they cannot perform the contract within the budgeted funds available for the project; or
- c. 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.

## **6.09 Offeror Notification of Selection**

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

## **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 procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract. If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

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

- a. the name, address, and telephone number of the protester;

<b>Solicitation Assemble</b> 180000014	<b>Document Phase</b> Final	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 28 of 46</b>
---	--------------------------------	---	----------------------

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

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

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

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

## 6.11 Application of Preferences

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the Department of Administration, Division of General Service's web site: <http://doa.alaska.gov/dgs/pdf/pref1.pdf>

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

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' 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.

## 6.12 Alaska Bidder Preference

<b>Solicitation Assemble</b> 180000014	<b>Document Phase</b> Final	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 29 of 46</b>
---	--------------------------------	---	----------------------

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

- a. holds a current Alaska business license prior to the deadline for receipt of proposals;
- b. submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- c. 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;
- d. 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
- e. if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

#### Alaska Bidder Preference Statement

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

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

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

### **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; limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- c. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

#### Alaska Veteran Preference Statement

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

<b>Solicitation Assemble</b> 180000014	<b>Document Phase</b> Final	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 30 of 46</b>
---	--------------------------------	---	----------------------

## 6.14 Alaska Offeror Preference

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

## 6.15 Formula Used to Convert Cost to Points

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

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

### Examples: Converting Cost to Points & Applying Preferences

#### Formula Used to Convert Cost to Points

Step 1: List all proposal prices, adjusted where appropriate by the application of applicable preferences claimed by the offeror.

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

Step 2: In this example, the RFP allotted 40% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

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

Offeror #3 receives 33.7 points.

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

### Alaska Offeror Preference

<b>Solicitation Assemble</b> 180000014	<b>Document Phase</b> Final	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 31 of 46</b>
---	--------------------------------	---	----------------------

Step 1: Determine the number of points available to qualifying offerors under this preference.

100 Total Points Available in RFP x 10% Alaska offerors preference = 10 Points for the Preference

Step 2: Determine which offerors qualify as Alaska bidders and thus are eligible for the Alaska offerors preference. For the purpose of this example presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

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

Step 3: Add the applicable Alaska offerors preference amounts to the offeror's scores:

Offeror #1 83 points  
Offeror #2 84 points (74 points + 10 points)  
Offeror #3 90 points (80 points + 10 points)

Step 4: Offeror #3 is the highest scoring offeror and would get the award, provided their proposal is responsible and responsive.

## **7. General Legal Information**

### **7.01 Standard Contract Provisions**

The contractor will be required to sign and submit the State's Master Agreement Form generated by the IRIS database or the State's Standard Agreement Form for Professional Services Contracts. Appendix A, General Conditions, is attached to this 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. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

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

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

### **7.03 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.

### **7.04 Human Trafficking**

<b>Solicitation Assemble</b> 180000014	<b>Document Phase</b> Final	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 32 of 46</b>
---	--------------------------------	---	----------------------

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report. The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>. Failure to comply with this requirement will cause the state to reject the proposal as non-responsive, or cancel the contract.

## **7.05 Right of Rejection**

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

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

Minor informalities that:

- a. do not affect responsiveness;
  - b. are merely a matter of form or format;
  - c. do not change the relative standing or otherwise prejudice other offers;
  - d. do not change the meaning or scope of the RFP;
  - e. are trivial, negligible, or immaterial in nature;
  - f. do not reflect a material change in the work; or
  - g. do not constitute a substantial reservation against a requirement or provision;
- may be waived by the procurement officer.

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

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

## **7.06 State Not Responsible for Preparation Costs**

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

## **7.07 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.



<b>Solicitation Assemble</b> 180000014	<b>Document Phase</b> Final	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 33 of 46</b>
---	--------------------------------	---	----------------------

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

## **7.08 Assignment**

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

## **7.09 Disputes**

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the 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.

## **7.10 Severability**

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

## **7.11 Supplemental Terms and Conditions**

Proposals must comply with SEC. 1.12 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:

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

## **7.12 Contract Invalidation**

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

<b>Solicitation Assemble</b> <b>180000014</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 34 of 46</b>
--	---------------------------------------	---	----------------------

invalidate the entire contract.

### **7.13 Solicitation Advertising**

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

## **8. ATTACHMENTS**

8.01 Proposal Evaluation Form

8.02 Standard Agreement Form - Appendix A, General Conditions

8.03 Appendix B2

8.04 Trust Resource Management Strategy and Real Estate Management Plan (attached separately in 7 individual documents to the RFP in IRIS or on the State's Online Public Notice website)

8.05 Cost Proposal – Part One – Itemized List

8.06 Cost Proposal – Part Two – Evaluated Cost Proposal

<b>Solicitation Assemble</b> 180000014	<b>Document Phase</b> Final	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 35 of 46</b>
---	--------------------------------	---	----------------------

## 8.01 PROPOSAL EVALUATION FORM

Offeror Name: \_\_\_\_\_  
 Evaluator \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date of Review: \_\_\_\_\_  
 RFP Number: 180000014, Legal Services for the Trust Land Office

### EVALUATION CRITERIA AND SCORING

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

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

#### 5.01 Understanding of the Project—10 Percent

Maximum Point Value for this Section - 10 Points

100 Points x 10 Percent = 10 Points

Proposals will be evaluated against the questions set out below.

a. How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

NOTES:

b. How well has the offeror identified pertinent issues and potential problems related to the project?

NOTES:

c. To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

NOTES:

d. Has the offeror demonstrated an understanding of the Delivery Order procedures outlined in paragraph 3.21?

NOTES:

**EVALUATOR'S POINT TOTAL FOR 5.01:** \_\_\_\_\_

#### 5.02 Management Plan for the Project—15 Percent

<b>Solicitation Assemble</b> <b>180000014</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 36 of 46</b>
--	---------------------------------------	---	----------------------

Maximum Point Value for this Section - 15 Points

100 Points x 15 Percent = 15 Points

Proposals will be evaluated against the questions set out below.

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

NOTES:

b. How well is accountability completely and clearly defined?

NOTES:

c. Is the organization of the project team clear?

NOTES:

d. How well does the management plan illustrate the lines of authority and communication?

NOTES:

e. To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

NOTES:

f. Does it appear that offeror can meet the schedule set out in the RFP?

NOTES:

g. Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?

NOTES:

h. To what degree is the proposal practical and feasible?

NOTES:

i. To what extent has the offeror identified potential problems?

NOTES:

<b>Solicitation Assemble</b> 180000014	<b>Document Phase</b> Final	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 37 of 46</b>
---	--------------------------------	---	----------------------

**EVALUATOR'S POINT TOTAL FOR 5.02:** \_\_\_\_\_

### **5.03 Experience and Qualifications—25 Percent**

Maximum Point Value for this Section - 25 Points

100 Points x 25 Percent = 25 Points

Proposals will be evaluated against the questions set out below.

a. Questions regarding the personnel.

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

NOTES:

2) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in providing legal services for a Real Estate Development and Acquisition program?

NOTES:

3) How extensive is the experience of the designated personnel in working with a land trust?

NOTES:

4) How extensive is the experience of the designated personnel in working with state or local governments?

NOTES:

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

NOTES:

b. Questions regarding the firm.

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

NOTES:

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

<b>Solicitation Assemble</b> 180000014	<b>Document Phase</b> Final	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 38 of 46</b>
---	--------------------------------	---	----------------------

NOTES:

3) Has the firm provided references within their proposal or letters of reference from previous clients?

NOTES:

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

NOTES:

5) How extensive is the firm's experience working with state or local governments?

NOTES:

6) To what degree does the firm have the ability to perform the contract if key personnel are lost?

NOTES:

7) Is at least one attorney within the firm licensed to practice law within the State of Alaska?

NOTES:

**EVALUATOR'S POINT TOTAL FOR 5.03:** \_\_\_\_\_

**EVALUATOR'S COMBINED POINT TOTAL FOR SECTIONS 5.01 THROUGH 5.03:** \_\_\_\_\_

#### **5.04 Contract Cost — 40 Percent**

To avoid the appearance of cost influencing scoring Sections 5.04 and 5.05 will be evaluated only by the Procurement Officer.

Maximum Point Value for this Section — 40 Points  
100 Points x 40 Percent = 40 Points

Overall, a minimum of 40 percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under SECTION 6.11.

#### **Converting Cost to Points**

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

<b>Solicitation Assemble</b> 180000014	<b>Document Phase</b> Final	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 39 of 46</b>
---	--------------------------------	---	----------------------

SECTION 6.15.

**PROCUREMENT OFFICER'S POINT TOTAL FOR COST:** \_\_\_\_\_

**5.05 Alaska Offeror Preference — 10 Percent**

Point Value for this Section — 10 Points

100 Points x 10 Percent = 10 Points

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

**PROCUREMENT OFFICER'S POINT TOTAL FOR ALASKA OFFEROR'S PREFERENCE (EITHER 0 OR 10):** \_\_\_\_\_

**5.06 COMBINED TOTAL**

This section will be completed by the Procurement Officer.

a. Evaluator's Combined Total for Sections 5.01 – 5.03: \_\_\_\_\_

b. Procurement Officer's Evaluation for Section 5.04: \_\_\_\_\_

c. Procurement Officer's Evaluation for Section 5.05: \_\_\_\_\_

d. **TOTAL EVALUATED SCORE:** \_\_\_\_\_

e. Procurement Officer's Initials: \_\_\_\_\_ and Date Completed: \_\_\_\_\_.

<b>Solicitation Assemble</b> <b>180000014</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 40 of 46</b>
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## APPENDIX A

### GENERAL PROVISIONS

#### **Article 1. Definitions.**

1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.

1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

#### **Article 2. Inspections and Reports.**

2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.

2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

#### **Article 3. Disputes.**

3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

#### **Article 4. Equal Employment Opportunity.**

4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.

4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.

4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.

4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.

4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful



<b>Solicitation Assemble</b> <b>180000014</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 41 of 46</b>
--	---------------------------------------	---	----------------------

discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.

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

4.7 Failure to perform under this article constitutes a material breach of contract.

#### **Article 5. Termination.**

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

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

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

#### **Article 9. Payment of Taxes.**

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

#### **Article 10. Ownership of Documents.**

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

<b>Solicitation Assemble</b> <b>180000014</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 42 of 46</b>
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#### **Article 11. Governing Law; Forum Selection**

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

#### **Article 12. Conflicting Provisions.**

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

#### **Article 13. Officials Not to Benefit.**

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

#### **Article 14. Covenant Against Contingent Fees.**

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

#### **Article 15. Compliance.**

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

#### **Article 16. Force Majeure:**

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

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<b>Solicitation Assemble</b> <b>180000014</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 43 of 46</b>
--	---------------------------------------	---	----------------------

## APPENDIX B<sub>2</sub> 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:

<b>Contract Amount</b>	<b>Minimum Required Limits</b>
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

<b>Solicitation Assemble</b> 180000014	<b>Document Phase</b> Final	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 44 of 46</b>
---	--------------------------------	---	----------------------

### 8.05 Cost Proposal - Part One - Itemized List

Part One is an itemized list of position names, current employee, and hourly rates for each person who will work on the contract. All direct and indirect costs associated with the hourly fees must include but not be limited to direct expenses, payroll, supplies, overhead assigned to each person working on the project, and profit. The offeror may complete and submit this Itemized List or an offeror generated separate list at their sole discretion. The only requirement for an offeror generated list is that it contain the minimum information shown on this form and be legible and easy to understand.

Offeror should enter only information for those within the firm that could reasonably be expected to work on a project, including not only attorneys but legal assistants, office assistants, etc. If more space is needed include a separate form.

No.	Position Title	Current Employee Name	Hourly Rate
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

### Offeror Information:

1. Company Name:
2. Mailing Address:
3. Physical Address:
4. Telephone Number:
5. Fax Number:
6. Website:
7. Name of Person Completing this form:
8. Signature of Person Completing this form:

<b>Solicitation Assemble</b> 180000014	<b>Document Phase</b> Final	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 45 of 46</b>
---	--------------------------------	---	----------------------

9. Date Signed:
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<b>Solicitation Assemble</b> 180000014	<b>Document Phase</b> Final	<b>Document Description</b> Legal Services for Trust Land Office	<b>Page 46 of 46</b>
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## 8.06 Cost Proposal - Part Two – Evaluated Cost Proposal

Part Two is the Evaluated Cost Proposal that will be evaluated by the State. This proposal will be used only for evaluation and award purposes. Hourly rates offered on this form must match the rates shown on Part One – Itemized List offered with the proposal for an equivalent position.

If your firm does not have a classification of employee comparable to the list below provide the hourly rate for the class of employee at the next highest level than that requested.

No.	Position Title	# of Hours	Hourly Rate	Extended Total
1.	Senior Lawyer	5	\$	\$
2.	Mid-Level Lawyer	10	\$	\$
3.	Junior Lawyer	20	\$	\$
4.	Paralegal	30	\$	\$
5.	<b>Combined Total</b>			\$

The Extended Total is the number of hours multiplied by the hourly rate.

The Combined Total is the cumulative total for Items 1 through 4.

### Offeror Information:

1. Company Name:
2. Mailing Address:
3. Physical Address:
4. Telephone Number:
5. Fax Number:
6. Website:
7. Name of Person Completing this form:
8. Signature of Person Completing this form:
9. Date Signed: