

STATE OF ALASKA REQUEST FOR PROPOSALS



BOND & DISCLOSURE COUNSEL TO ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT AUTHORITY

&

ALASKA ENERGY AUTHORITY

RFP 2019-0300-4059

ISSUED AUGUST 15, 2018

MULTI-YEAR CONTRACTS TO ONE OR MORE LAW FIRMS FOR BOND AND DISCLOSURE SERVICES

ISSUED BY:

DEPARTMENT OF LAW
ADMINISTRATIVE SERVICES DIVISION

PRIMARY CONTACT:

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PROCUREMENT OFFICER
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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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SECTION 1. INTRODUCTION AND INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Law, Division of Administrative Services is soliciting proposals from law firms to provide all services normally provided by bond counsel with respect to the authorization, sale, issuance, and delivery of debt securities and all services as requested in connection with the exercise by the Alaska Industrial Development and Export Authority (AIDEA) and the Alaska Energy Authority (AEA) of their purposes and powers with regard to the financing of their programs and/or projects.

One or more contracts may result from this solicitation.

Approval or continuation of a contract resulting from this is contingent upon fund availability.

This solicitation seeks to supplement the small group of bond counsel that the Department of Law now has under contract to serve AIDEA/AEA's needs. Firms that have an existing bond counsel contract to provide services to AIDEA/AEA should not respond to this solicitation.

SEC. 1.02 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **4PM prevailing Alaska Daylight Time (AKDT) on Monday, September 17, 2018.**

SEC. 1.03 MINIMUM REQUIREMENTS

To be eligible to apply under this RFP, a firm must:

- Have experience with tax-exempt revenue bonds, arbitrage and associated US Treasury regulations.
- Verify that the lead attorney being proposed has had at least five (5) years experience with the issuance of tax exempt bonds.
- Be listed in the Bond Buyers Municipal Market Place or meet the qualifications for listing (see "attorney firm application – qualifications and documentation" at www.munimarketplace.com).
- Currently provide bond and disclosure counsel services to a state or municipal client similar to AIDEA/AEA and provide confirmation of same.

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

SEC. 1.04 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.

SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer at patricia.hull@alaska.gov. Two types of questions generally arise: (1) those which may be answered by directing the questioner to a specific section of the RFP (2) those which are more complex and which may require formal Amendment to the RFP to answer.

SEC. 1.06 RETURN INSTRUCTIONS

If submitting a proposal via email (preferred method) the technical proposal and cost proposal must be saved as separate PDF documents and emailed to 03Procurement@alaska.gov as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf” (Vendor A is the name of the offeror). The email must contain **RFP #2019-0300-4059** in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. The state is not responsible for unreadable, corrupt, or missing attachments.

If using U.S. mail, submit one hard copy in a sealed package. The cost proposal must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal packages must be addressed as follows:

Department of Law-Attn Procurement
RFP 2019-0300-4059
PO Box 110300
Juneau, AK 99811-0300

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

Department of Law-Procurement
RFP 2019-0300-4059
123 Fourth Street, 6th Floor
Juneau, AK 99801

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

The State of Alaska provides one Request for Proposal (RFP). Additional RFPs may be purchased for the cost of reproduction, \$.25 per page.

SEC. 1.07 PROPOSAL CONTENTS

The following information must be included in all proposals in addition to programmatic and cost information.

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

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

(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 Attorney General 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 Attorney General's determination regarding any questions of conflict of interest shall be final.

In addition, the Department of Law and AIDEA/AEA are sensitive to the issue of conflicts of interest and the duty of loyalty as they may relate to the services being proposed. In your proposal you must identify the existence of any potential conflicts of interest under the Rules of Professional Conduct, and you must identify any lawsuits and disputes in which you represent parties whose interests may be adverse to the State of Alaska, AIDEA/AEA. Please use the Conflicts form in the Attachments.

(e) FEDERAL REQUIREMENTS

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

SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.09 AMENDMENTS TO PROPOSALS

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

SEC. 1.10 AMENDMENTS TO THE RFP

If an amendment is issued, it will be provided to all who were mailed 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 web site.

SEC. 1.11 RFP SCHEDULE

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

- Issue RFP **AUGUST 15, 2018**

- Deadline for Receipt of Proposals **SEPTEMBER 17, 2018**
- Estimated Date State of Alaska issues Notice of Intent to Award a Contract(s) **SEPTEMBER 21, 2018**
- End of 10 day protest period is: **OCTOBER 2, 2018**
- Estimated date State of Alaska issues contract(s) **OCTOBER 3, 2018**
- Estimated Contract start: **OCTOBER 3, 2018**

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Attorney General of the Department of Law, or the Attorney General'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.

SEC. 1.12 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

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

SEC. 1.13 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

A. The Alaska Industrial Development and Export Authority (AIDEA) is a public corporation and government instrumentality of the State of Alaska within the Department of Commerce, Community and Economic Development having a separate and independent legal existence established in Alaska Statutes under AS 44.88.

A seven-member Board governs AIDEA. AIDEA was established by the Alaska Legislature in 1967 to promote, develop, and advance the general prosperity and economic welfare of the people of Alaska. AIDEA's mission is to promote, develop and advance economic growth and diversification in Alaska by providing various means of financing and investment.

To further these purposes, AIDEA's programs include the Development Finance Program, Loan Participation Program, Business and Export Assistance Program, the Sustainable Energy Transmission and Supply Program, the New Markets Tax Credit Assistance Guarantee and Loan Program, the Arctic Infrastructure Development Program, and the Revenue Bond Program. Information regarding these programs, AIDEA projects, and additional information regarding the Authority's organization, operation and accomplishments (including AIDEA's Annual Report) are available at AIDEA's web page at <http://www.aidea.org/>

B. The Alaska Energy Authority (AEA) is a public corporation of the State of Alaska within the Department of Commerce, Community and Economic Development having a separate and independent legal existence established under AS 44.83, and with authority over certain rural and statewide energy programs under 42.45.

The same seven-member Board that governs AIDEA also governs AEA. The Executive Director for AEA oversees the assets and programs of AEA. AEA was established in 1976 by the Alaska Legislature with a mission to reduce the cost of energy in Alaska.

To further its mission, AEA's programs include Power Cost Equalization, Power Project Loan Fund, Renewable Energy Fund, Bulk Fuel Upgrade Program, Rural Power System Upgrades, Circuit Rider and Emergency Response, Rural Community Technical Assistance, Public Education and Outreach, Statewide and Regional Energy Planning, Utility Training, Alternative Energy and Energy Efficiency, Diesel Emissions Reduction Act projects, Village Energy Efficiency Program, and the Emerging Energy Technology Fund. AEA worked throughout the 1980s to develop the state's energy resources as a key element in diversifying Alaska's economy. A number of large-scale projects were constructed. After additional legislation in 1993 AEA's primary role was to own existing energy infrastructure projects such as Bradley Lake Hydroelectric Project and the Alaska Intertie.

SEC. 2.01 SCOPE OF WORK

Terms and conditions of Performance

A. The contract will be for a three-year term (3) with the state's option to renew for two (2) additional one-year periods. The contract will take effect as soon as it is approved and executed by the Attorney General.

B. Proposals must be submitted with the understanding that they may form a material part of any subsequent contract. Proposals should be complete as to all terms and conditions. All terms and conditions must be guaranteed by the respondent for the full period of the contract and any optional renewal periods. The successful proposal or provisions thereof, which are consistent with the contract, shall become incorporated in the contract by reference and constitute binding obligations of the parties.

C. Other terms and conditions are set out in Appendices A, B, C, and D of the "Standard Agreement Form for Professional Services Contracts."

SEC. 2.02 CONTRACT TYPE

This contract is for professional services

SEC. 2.03 PROPOSED PAYMENT PROCEDURES

The state will make payments based on itemized invoices.

SEC. 2.04 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 made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

SEC. 2.05 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Attorney General or the Attorney General'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.

SEC. 2.06 LOCATION OF WORK

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

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the 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.

SEC. 2.07 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.08 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 which identifies the principals involved and their rights and responsibilities regarding performance and payment.

SEC. 2.09 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.

SEC. 2.10 CONTRACT PERSONNEL

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

SEC. 2.11 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 2.12 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

The contractor will not commence additional work until the project director has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Attorney General or the Attorney General's designee.

SEC. 2.13 NONDISCLOSURE AND CONFIDENTIALITY

Contractor shall abide by the confidentiality requirements of the Rules of Professional Conduct and preserve the confidences and secrets of the Authorities.

In addition, Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information.

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

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

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

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

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

SEC. 2.14 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 grounds for withdrawal of the award or termination of the contract.

Offerors must review form **APPENDIX B1 / 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 B1 / APPENDIX B2** must be set out in the offeror's proposal.

SEC. 2.15 TERMINATION FOR DEFAULT

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

SECTION 3. PROPOSAL FORMAT AND CONTENT

SEC. 3.01 PROPOSAL FORMAT AND CONTENT

A. All proposals submitted in response to this RFP must use the following outline format. Not following these instructions or failing to include complete information as requested may result in a lower evaluation score or the proposal being declared non-responsive.

B. Required Proposal Format: Numbered pages with a Table of Contents index which follows the format below:

SEC. 3.02 INTRODUCTION

Provide a brief general discussion of the proposal, including the Respondent's name and address.

SEC. 3.03 EVALUATION FACTORS

A. **Firm Organization & Resources:** Provide a general discussion of the firm including:

- (1) A detailed discussion of the firm's ownership, headquarters, branch or affiliate offices and length of time in business in Alaska and how that would be of benefit to the State and AIDEA/AEA.
- (2) A detailed discussion of the firm's structure, size and capabilities/quantities available in terms of personnel and equipment.
- (3) Discuss the firm's ability to evaluate the effectiveness of its service and monitor its cumulative costs and fees associated with each matter assigned to the firm under the contract.
- (4) Describe the potential impacts or benefits of distinct and substantive qualifications for undertaking the proposed contract, such as the availability of specialized staff, or other access to other resources relevant to the required service

B. **Experience & Qualifications:** The proposer must demonstrate previous experience and describe qualifications regarding the following areas:

- (1) Tax-exempt and taxable bonds
 - General obligation (AIDEA Revolving Fund bonds; to include bonds issued in conjunction with public private partnerships or to fund owned projects and/or for the purchase of loan participation)
 - General obligation (AEA bonds for owned energy projects; bonds currently outstanding relate to the Bradley Lake Hydroelectric Project and additional bonds may be issued under the Power Revenue Bond Resolution in the future)
 - Revenue
 - Conduit Revenue (AIDEA has an active conduit revenue bond program and AEA has the ability to issue them)
 - Exempt facility
 - 501(c)(3), and
 - Governmental purpose
- (2) Arbitrage and associated U.S. Treasury regulations including those related to tax-exempt bonds.

- (3) Commercial contracts.
- (4) Continuing disclosure requirements.
- (5) Tax analysis.
- (6) Verify that the lead attorney being proposed has had at least five (5) years of experience concerning one or more of the areas described above. The proposer shall submit three current references who may be contacted. These preferably will include other bonding authorities similar to AIDEA and AEA.
- (7) The firm must be listed in and have at least one attorney listed (or who meets the minimum qualifications for being listed) in the Bond Buyers Municipal Marketplace directory (a.k.a. the “Red Book”) who is being proposed as either lead attorney or as a key individual to provide the requested services. Provide evidence of such listings or evidence that the individual meets the minimum requirements for being listed (i.e., at some point during the previous two-year period the individual rendered a sole legal opinion in connection with the sale of state and/or municipal bonds, or served as underwriter’s counsel or co-counsel for a state and/or municipal bond offering.) See “attorney firm application – qualifications and documentation” at www.munimarketplace.com.
- (8) The proposer must demonstrate experience in providing legal services as bond counsel to a State or municipal client similar to AIDEA and AEA and provide confirmation of same.
- (9) Provide specific information with regard to the firm's understanding, knowledge of, and experience working in the areas of tax-exempt bonds, arbitrage and associated U.S. Treasury regulations. Please provide references that we may call and for whom you have provided services similar to those being sought in this RFP.
- (10) Describe the firm's current commitment to maintaining and methods of achieving a thorough and up to date understanding of the laws, regulations, and rulings pertaining to public finance in general and the issuance of tax-exempt bonds in particular.
- (11) Identify the responsibilities of and the individual who will be the lead attorney (i.e., that individual who will be working most directly with the Client and will have overall responsibility for the assignments). Also identify the responsibilities of any other key individuals who may be assigned to the proposed contract. Clearly indicate locations and/or judicial jurisdictions in which all of these individual practice.
- (12) A resume, which includes at least three references with phone numbers, shall be provided for all attorneys who will have major responsibilities for performance of the services required. Include information concerning qualifications and experience of each individual listed. Each individual should be described in terms of education and experience relative to the required services, position in the firm, and relevant or similar projects in the past and the extent of responsibilities, both substantive and administrative. Resumes that include non-relevant information may detract from the proposal evaluation. Lists of projects are not useful unless the individual's specific and relevant duties and responsibilities are identified.

C. **Costs and Fees:**

- (1) **Fee Schedule:** Provide your fee schedule including a proposed per transaction maximum fee cap for work related to the issuance of tax-exempt revenue bonds, taxable revenue bonds and general obligation bonds and the preparation and review of disclosure documents. The maximum fee cap per issue should be a “flat” fee as opposed to a fee schedule based upon the size of the issuance. Specify separate maximum fee caps for (i) first issues using substantially different security documents, and (ii) subsequent issues without significant changes to security documents. The determination of whether an issue incorporates “substantially different security documents” will be made at the time the issue is structured by mutual agreement between the provider of the services and the Corporation. Such determination will be based upon a review of changes from the previous debt issuance of the Corporation rather than what may be different from the types of documents the provider of the

services has previously been involved with.

- (2) **For the purposes of proposal evaluation, apply your fee schedule to the provided sample bonds. Your price must be a whole number and not a range.** (See Attachment 5 for the format to use to return your answers.)

NOTE: In those cases where services are provided pursuant to Section IV (“Services to be Provided”) subsection (i) (“bond and disclosure counsel”) in connection with a transaction which is ultimately determined not to be feasible, payment shall be made at hourly rates. Billings must include detail sufficient to determine the date the work was performed, the individual performing the work, and the nature of the work performed. The hourly fees may not exceed, for any bond issue the maximum fee proposed in (1) above. Fees, if any, in excess of the fee caps cannot be “carried over” or applied to any bond issue other than that for which the work was performed.

(3) **Hourly Rates:** For work not related to a specific bond issue provide the firm's proposed hourly billing rate for the lead attorney and each of the key project personnel listed above. Reimbursement for out-of-pocket expenses will normally be limited to only those items/services covered by the terms of Appendix D, Article 1.2 of the attached "Standard Agreement Form for Professional Services." Exceptions to these terms will only be made if such expenditures are pre-authorized by the project director. Please identify any possible exceptions or deviations from these terms that you can envision at this time.

- D. **Alaska Bidder Preference:** In order to be considered for or receive credit for the Alaska bidder preference under AS 36.30.170(b) you must complete and submit the attached "Alaska Bidder Questionnaire."

SEC. 3.04 EVALUATION CRITERIA

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

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

SECTION 4. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

- B.** The State will appoint an evaluation committee or committees to review the proposals. The committee(s) will consist of at least three persons, and will include employees from both the Department of Law and AIDEA/AEA. The committee or committees will evaluate the proposals and assign a separate score in each specialty area for which the proposer wishes to be considered using the proposal evaluation worksheets. **Attachment 1** The evaluation factors will be weighted as follows:

Firm Organization & Resources - 30 percent
Experience & Qualifications - 40 percent
Costs and Fees (billable rates) - 20 percent
Alaska Bidder Preference - 10 percent

It should be noted that, for the purpose of competitively evaluating the factor pertaining to "Costs and Fees," the fees proposed by Offerors who qualify as Alaskan bidders under AS 36.30.170(b) shall be reduced by five percent.

SEC. 4.01 FIRM ORGANIZATION & RESOURCES (30%)

- 1) Analyze the firm's ownership, headquarters, branch or affiliate offices and length of time in business and how that would be of benefit the State and AIDEA/AEA. Does the firm have the capacity to serve the needs of AIDEA/AEA?
- 2) Analyze the firm's structure, size and capabilities/quantities available in terms of personnel and equipment. Is the organization of the project team clear?
- 3) Analyze the firm's proposed organization of responsibilities, work plan, and approach in performing the services required in that specialty area. How well does the work plan outline areas of responsibility and lines of authority and communication?
- 4) Analyze the ability of the firm to evaluate the effectiveness of its service and monitor its cumulative costs and fees associated with each matter assigned to the firm under the contract. Is there clear administrative capacity to monitor costs and fees associated with each matter?
- 5) Analyze potential impacts or benefits of distinct and substantive qualifications for undertaking the proposed contract, such as the availability of specialized staff, or other access to other resources relevant to the required services. Any particular benefits in terms of specialized staff or other resources?

SEC. 4.02 EXPERIENCE AND QUALIFICATIONS (40%)

- 1) Analyze the firm's understanding, knowledge of, and experience with the various funding mechanisms listed in the contract's Scope of Work. Analyze the listing of any other current or past clients for whom similar work was performed. How extensive is the applicable experience of the personnel designated?
- 2) Analyze resumes, and reference contacts and other information that may be provided, consider the education, experience, and capabilities of all individuals who will be designated to provide services. In particular, study the lead attorney who will be working directly with the Client and have overall responsibility. Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?

SEC. 4.03 COST (20%)

The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.12. Costs must be submitted separately from the narrative proposal using the format in **Attachment 5**.

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 4.21.

SEC. 4.04 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

SEC. 4.05 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

-

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

SEC. 4.06 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.

SEC. 4.07 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.

SEC. 4.08 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.

SEC. 4.09 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 4. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

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

SEC. 4.10 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offerors of the highest-ranked proposals. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the Department of Law's offices at 1031 W. 4th Avenue, Anchorage, AK.

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

SEC. 4.11 FAILURE TO NEGOTIATE

If the selected offeror

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

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

SEC. 4.12 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.

SEC. 4.13 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:

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

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

The 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."

SEC. 4.14 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.**

SEC. 4.15 ALASKA BIDDER PREFERENCE

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

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

Alaska Bidder Preference Statement

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

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

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

SEC. 4.16 ALASKA VETERAN PREFERENCE

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

- A. sole proprietorship owned by an Alaska veteran;
- B. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;

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

Alaska Veteran Preference Statement

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

SEC. 4.17 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.

SEC. 4.18 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 and rounding to the nearest hundredth of a point: $[(Price\ of\ Lowest\ Cost\ Proposal) \times (Maximum\ Points\ for\ Cost)] \div (Cost\ of\ Each\ Higher\ Priced\ Proposal)$

SEC. 4.19 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES

(a) FORMULA USED TO CONVERT COST TO POINTS

STEP 1

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

| | |
|------------|---|
| Offeror #1 | \$40,000 |
| Offeror #2 | \$42,750* Alaska offeror so price reduced by 5% for evaluation to \$40,612.50 |
| Offeror #3 | \$47,500 |

STEP 2

In this example, the RFP allotted 20% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 20 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, 20 points.

Offeror #2 receives 19.70 points.

$\$40,000\ lowest\ cost \times 20\ maximum\ points\ for\ cost = 800,000 \div \$40,612.50\ cost\ of\ Offeror\ \#2's\ proposal =$

Offeror #3 receives 16.84 points.

$\$40,000\ lowest\ cost \times 20\ maximum\ points\ for\ cost = 800,000 \div \$47,500\ cost\ of\ Offeror\ \#3's\ proposal =$
16.84

(b) ALASKA OFFEROR PREFERENCE

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 including cost scores. The scores at this point are:

| | | |
|------------|-----------|--|
| Offeror #1 | 83 points | 0 non-Alaskan offeror |
| Offeror #2 | 74 points | + 10 points for Alaska Offerors Preference |
| Offeror #3 | 80 points | 0 non-Alaskan offeror |

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 | 80 points | |

STEP 4

Offeror #2 is the highest scoring offeror and would get the award,

SECTION 5. GENERAL LEGAL INFORMATION

SEC. 5.01 STANDARD CONTRACT PROVISIONS

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

SEC. 5.02 PROPOSAL AS A PART OF THE CONTRACT

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

SEC. 5.03 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.

SEC. 5.04 HUMAN TRAFFICKING

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

SEC. 5.05 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:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

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.**SEC. 5.06 STATE NOT RESPONSIBLE FOR PREPARATION COSTS**

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

SEC. 5.07 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.

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.

SEC. 5.08 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.

SEC. 5.09 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.

SEC. 5.10 SEVERABILITY

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

SEC. 5.11 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:

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

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

SEC. 5.12 CONTRACT INVALIDATION

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

SEC. 5.13 SOLICITATION ADVERTISING

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

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

- 1) Proposal Evaluation Form
- 2) Cost Analysis Worksheet for Evaluation Purposes
- 3) Conflicts of Interest Form
- 4) Questionnaire Regarding Vendor Qualification for The Alaska Offeror & Bidder Preferences
- 5) Standard Contract Agreement and Appendices

Attachment 1 Proposal Evaluation Form

RFP 2019-0300-4059

PROPOSAL EVALUATION WORK SHEETS

Proposer: _____

Evaluated by: _____

A. Firm Organization & Resources: (30 points possible)

points assigned A. _____

- (1) Analyze the firm's ownership, headquarters, branch or affiliate offices and length of time in business and how that would be of benefit the State and AIDEA/AEA. Does the firm have the capacity to serve the needs of AIDEA/AEA?
- (2) Analyze the firm's structure, size and capabilities/quantities available in terms of personnel and equipment. Is the organization of the project team clear?
- (3) Analyze the firm's proposed organization of responsibilities, work plan, and approach in performing the services required in that specialty area. How well does the work plan outline areas of responsibility and lines of authority and communication?
- (4) Analyze the ability of the firm to evaluate the effectiveness of its service and monitor its cumulative costs and fees associated with each matter assigned to the firm under the contract. Is there clear administrative capacity to monitor costs and fees associated with each matter?
- (5) Analyze potential impacts or benefits of distinct and substantive qualifications for undertaking the proposed contract, such as the availability of specialized staff, or other access to other resources relevant to the required services. Any particular benefits in terms of specialized staff or other resources?

B. Specialty Area Experience & Qualifications: (40 points possible)

- (1) Analyze the firm's understanding, knowledge of, and experience with the various funding mechanisms listed in the contract's Scope of Work. Analyze the listing of any other current or past clients for whom similar work was performed. How extensive is the applicable experience of the personnel designated?
- (2) Analyze resumes, and reference contacts and other information that may be provided, consider the education, experience, and capabilities of all individuals who will be designated to provide services. In particular, study the lead attorney who will be working directly with the Client and have overall responsibility. Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?

NOTE: The Department of Law's contracting officer will be responsible for evaluating factors "C." (Costs & Fees) and "D." (Alaska Offeror's Preference).

ATTACHMENT 2**Pricing Scenarios RFP 2019-0300-4059****AIDEA/AEA Bond Counsel
For the purposes of Proposal Evaluation Only**

Firm Name: _____

As directed in RFP section __ on page __, also attach to your proposal your firm's pricing schedule and hourly rates for lead and key staff.

Please do not alter the scenarios as written below. Include all applicable costs you form associates with the transaction scenario. Your response must be numeric only. Replies which are not numeric will be considered nonresponsive.

Bond Examples

Scenario A: AIDEA Revolving Fund Bond taxable or tax-exempt, \$100 Million, fixed rate. This assumes the bonds are secured by the revolving fund and issued under the current bond indenture. This scenario assumes the transaction documents are substantially similar to existing documents and includes both bond and disclosure services. Taxable - \$_____, additional charge if tax-exempt - \$_____.

Scenario B: AIDEA/AEA Revenue Bond taxable and tax exempt \$100 Million, fixed rate. Bonds are secured solely by revenues from the project and requires a new indenture tailored to the transaction and includes both bond and disclosure services. Taxable - \$_____, additional charge if tax-exempt \$_____.

Scenario C: AIDEA Revolving Fund Bond taxable bond \$50 Million fixed rate. This assumes the bonds are secured by the revolving fund and issued under the current bond indenture. This scenario assumes the transaction documents are substantially similar to existing documents and includes both bond and disclosure services. Taxable - \$_____.

Scenario D: AIDEA Conduit Bond tax-exempt \$50 million fixed rate. This assumes the bonds are solely secured by revenues of the conduit borrower. Assume an existing indenture and this covers both bond and disclosure services. \$_____.

Scenario E: AIDEA Conduit Bond tax-exempt \$10 million, fixed rate. This assumes the bonds are solely secured by revenues of the conduit borrower. Assume a new indenture and this covers both bond and disclosure services. \$_____.

Cost Evaluation

| | |
|--|--|
| Sum of the above | |
| Less 5% AK bidders preference (if applicable) | |
| Total Cost for Evaluation Purposes | |
| Cost Converted to Points [20 maximum]: (lowest proposal's total fee x 20 points) / (this proposal's total fee)= SCORE | |

- C. Alaska Offeror's Preference 10% where applicable: The firm's status as an Alaska bidder under AS 36.30.170(b); 10 point bonus is awarded to qualified applicants: _____

TOTAL WEIGHTED SCORE FOR ALL EVALUATIVE FACTORS (A-D):

State of Alaska Conflicts Disclosure

[illegible]

ATTACHMENT 4

QUESTIONNAIRE REGARDING
VENDOR QUALIFICATION FOR
THE ALASKA OFFEROR & BIDDER PREFERENCES
[2 AAC 12.260(e) / AS 36.30.170.(b)]

Please circle your answer to each question, sign the certification at the bottom of this form, and return the signed form as part of your RFP response.

- | | | |
|-----|----|---|
| YES | NO | (1) Does your firm hold a current Alaska business license? |
| YES | NO | (2) Is the proposal you have submitted being submitted under the name appearing on the Alaska business license referenced above? |
| YES | NO | (3) Has your firm maintained a place of business within the state staffed by employees of your firm for a period of six months immediately preceding the date of your proposal? |
| YES | NO | (4i) Is your firm incorporated or qualified to do business under the laws of the state? |
| YES | NO | (4ii) If your firm is a sole proprietorship, is the proprietor a resident of the state? |
| YES | NO | (4iii) If your firm is a partnership, are all partners residents of the state? |
| YES | NO | (5) Is your proposal a joint venture? If yes, please fill out a copy of this questionnaire for each firm that will be providing services. |

I hereby certify that my responses to the above questions are true and correct to the best of my knowledge.

Signature

Date

Printed Name

NOTE: With regard to questions (4i), (4ii), and (4iii) firms which are organized under Title 32 of the Alaska Statutes as a "partnership" or "limited partnership" in which any member of the partnership is not a resident of the State of Alaska will not be eligible to receive the Alaska Offeror or bidder preference. Firms which are organized as a "partnership of professional corporations" in which each of the individual professional corporations comprising the partnership is not registered as a professional corporation with the State of Alaska will not be eligible to receive the Alaska Offeror or bidder preference. Any firm which is lawfully registered with the State of Alaska, Department of Commerce, Community & Economic Development as a corporation, professional corporation, or limited liability company under Title 10 of the Alaska Statutes shall qualify for these preferences if it meets the other criteria listed under AS 36.30.170(b)(1), (2), (3), and (5).

ATTACHMENT 5 : Standard Agreement**APPENDIX A GENERAL PROVISIONS**

- 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 a signing this contract.

Section 7. Article 2. Inspection 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.

Section 8. Article 3. Disputes.

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

Section 9. 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, physical handicap, 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, physical handicap, 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, physical handicap, age, sex, marital status, changes in marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of the contract. .

Section 10. Article 5. Termination.

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

Section 11. 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.

Section 12. 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.

Section 13. 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.

Section 14. 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.

Section 15. 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. 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.

Section 16. Article 11. Governing Law.

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

Section 17. Article 12. Conflicting Provisions.

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

Section 18. Article 13. Officials Not to Benefit.

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

Section 19. 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, contingent fee, or brokerage 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.

APPENDIX B² 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.

Section 20. 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, nonrenewal, 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 occurrence.

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 occurrence.

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:

| Section 21. Contract Amount | Minimum Required Limits |
|-----------------------------|---|
| Under \$100,000 | \$300,000 per Occurrence/Annual Aggregate |
| \$100,000-\$499,999 | \$500,000 per Occurrence/Annual Aggregate |
| \$500,000-\$999,999 | \$1,000,000 per Occurrence/Annual Aggregate |
| \$1,000,000 or over | Refer to Risk Management |

APPENDIX C

Article 1 Services to be performed by the Contractor.

Article 1.1 On behalf of the Alaska Industrial Development and Export Authority (AIDEA) and Alaska Energy Authority (AEA), selected counsel will provide all services normally provided by bond counsel with respect to the authorization, sale, issuance, and delivery of debt securities, and all services as requested in connection with the exercise by AIDEA/AEA of its purpose and powers in connection with the financing of its programs and/or projects. Such services may include but not necessarily be limited to the following:

A. Unless otherwise addressed below, compensation for such services shall be based on the transactional fee schedules proposed by the respondent. In addition to the normally required tasks of drafting or reviewing the official statement, authorizing and sale resolutions, transaction and closing documents, and rendering of final approving opinions(s) as to the bonds, bond counsel services may also include but not necessarily be limited to the following:

1. Conferences with the Authority's Executive Director and staff, State Attorney General's office, financial advisor, special tax counsel (if any), underwriter, underwriter's counsel, and with each applicant and its counsel as may be necessary in connection with the authorization, issuance, and sale of the bonds.
2. Conferences with the Authority's Board and other Authority representatives for the purpose of informing members of the Board as to the contents of, and requirements to adopt all legal documents necessary in connection with the authorization, sale and delivery of the bonds. This includes being available to attend all Board meetings, by phone or in person, where action on a proposed transaction is to be considered.
3. Conferences, negotiation sessions and drafting of related documents pertaining to bond issues.
4. Obtaining or assisting other counsel in obtaining volume cap allocation from the State Bond Committee, as needed.
5. Obtain (or assist in obtaining) local government approvals for AIDEA owned projects (generally not for conduit bond issues), as required under AIDEA statutes.

The items referred to under subparagraphs (1), (2) and (3) shall constitute "work directly related to a particular bond issue." "Work directly related to a particular bond issue" shall also include, without limitation, drafting and/or review of (as applicable) the board resolution, the Series or Bond Resolution, Trust Indenture or Trust Agreement necessary to secure the bonds, drafting and review of other security documents such as Loan Agreement and Escrow Agreement, drafting and review of any documents necessary to establish the tax exempt status of the bonds, review of the Official Statement or other statement of the Authority issued to describe the bonds and the project or projects to be financed and (if required) due diligence with respect thereto, drafting and review of all documents necessary to sell the bonds whether at public or private sale, preparation of documents necessary in connection with delivery of the bonds and the issuance of the final approving opinion with respect thereto and any other opinions called for in connection therewith and all conferences, meetings with the Board, the staff, the financial advisor and others in connection therewith, but shall not include work in connection with any request for ruling.

Additionally, "Work directly related to a particular bond issue" will include monitoring the schedule of activities during each financing to assist the Authority in meeting established deadlines and, if requested by AIDEA or AEA, assisting in presentations to credit market participants including rating agencies, investors, investment analysts, underwriters, letter of credit banks, bond insurers, or other providers of credit enhancement. Also, bond counsel will be expected to advise the issuing Authority and other transaction participants, upon request, as to compliance with all legal requirements.

B. Unless otherwise addressed in subparagraphs (1) – (4) below, compensation for "work directly related to a particular bond issue" shall be based on the applicable maximum transaction fee schedules. It is anticipated that bond counsel would only be reimbursed for such services on an hourly basis if performed post-sale. If such services are

performed in preparation for a particular bond sale, no additional compensation will normally be given over and above the maximum transactional fee established for that sale.

1. The Authority may choose to perform all or part of the work involved, or to have more than one bond counsel firm provide services related to a particular bond issue, in which case one firm normally would be compensated by the maximum transactional fee and the other(s) would be compensated for services rendered under the cost and hourly fee provisions.
2. The Authority and bond counsel may negotiate a fixed fee reduction from the scheduled maximum transactional fee for a particular bond issue to reflect work to be performed by bond counsel.
3. The Authority, in its sole discretion, may elect when selecting bond counsel for a particular bond issue to have bond counsel bill and receive compensation for services rendered under the cost and hourly fee provisions instead of the maximum transactional fee schedule.
4. The Authority and bond counsel may negotiate a reduction from the cost and hourly fee provisions for a particular bond issue to reflect work to be performed by bond counsel.
5. If a proposed bond issuance fails to be completed, bond counsel will not be compensated for services rendered. An exception may be made in unusual circumstances in which a separate agreement is reached in advance to provide for compensation for services on a particular proposed issuance even if it fails to be completed, which compensation may be on a fixed fee basis or under the cost and hourly fee provisions.

C. Prior to initiating financing for a particular project, bond counsel may be asked to prepare an "eligibility resolution" as required under federal and/or state law. Such resolutions may include findings related to the "tax" status of the project under the Internal Revenue Code as well as the lawful authority of the Authority to finance the project under consideration (ref. AS 44.83, AS 44.88 and 3 AAC 99). Compensation for the preparation of such "eligibility resolutions" shall be based on the transactional fee schedule proposed by the respondent.

D. Upon request, bond counsel will provide legal interpretation and guidance regarding compliance with Bond Resolutions and agreements and the resolution of related issues that may arise. In addition, selected counsel may be asked to provide advice or representation for the Authority in regard to federal or state legislation, regulation, program modification, litigation, administrative proceedings, or other matters related to the issuance of debt by the Authority or to circumstances that may affect the ability of the Authority to issue debt. Compensation for such services would be made under the cost and hourly fee provisions.

E. Selected counsel must make available, at times on short notice, the lead attorney and/or key personnel to provide services to the Authority.

F. Other Services.

Other services that may be required under the contract which are not related to specific newly-issued debt financing transactions and will be provided only upon request:

1. Review fiscal policies/procedures and related laws, regulations, requirements and agreements. Provide suggestions to improve compliance.
2. Advise the Authorities regarding applicable continuing disclosure requirements and draft or assist in the drafting of information designed to comply with such requirements or as may be desired for the improved marketability of the Authorities debt securities.
3. Provide assistance and advice in connection with the review or audit of a program or debt issuance by the Internal Revenue Services, or State of Alaska Division of Legislative Audit, Securities Exchange Commission, Municipal Securities Rulemaking Board, or other similar entity with review and regulatory functions.
4. Assist the Authorities in presentations to the Alaska State Legislature.

Article 2. Contract Management

Article 2.1 The designated contact person for the Contractor is: NAME. The Contractor's services under this agreement shall be directed and managed from the Contractor's ____ office. The Contractor may assign other consulting professionals to provide services under the contract after providing notice to, and obtaining approval from, the Project Director. All such individuals assigned to provide services under this Contract shall work under the direction and management of the individual listed above.

Article 2.2 The Contractor will maintain the involvement of those individuals identified in Article 2.1 above. In the event of an unforeseeable circumstance that requires substitution for any of those individuals, the Contractor shall notify the State in writing of the proposed substitution. The State reserves the right to accept or reject a proposed substitute. In addition, before substitution of any individual is affected, the State must approve the extent to which transitional time will be billed.

Article 2.3 At the discretion of the Project Director, the Contractor may be required to prepare an estimate of the time and costs necessary to complete any matter assigned under this contract.

Article 2.4 THE CONTRACTOR AGREES TO CLOSELY MONITOR COSTS INCURRED AND FEES TO BE CHARGED FOR SERVICES PROVIDED UNDER THIS AGREEMENT AND TO ALERT THE PROJECT DIRECTOR BEFORE SUCH COSTS AND FEES EXCEED THE AUTHORIZED CONTRACT AMOUNT. IN THE EVENT THE CONTRACTOR FAILS TO NOTIFY THE PROJECT DIRECTOR PRIOR TO INCURRING A COST OVERRUN, THE CONTRACTOR SHALL ASSUME LIABILITY FOR ANY EXCESS COSTS AND FEES INCURRED UP UNTIL THE TIME AT WHICH THE CONTRACTOR NOTIFIES THE PROJECT DIRECTOR OF THE OVERRUN.

Article 2.5 The period of performance, scope, and amount of this agreement may be amended in writing at the discretion of the State. In addition, the parties to this agreement acknowledge that work may begin on the date shown in Article 3. ("Period of Performance") and that the foregoing date may precede the date of execution of this agreement because immediate performance is required to serve the best interest of the state.

Article 2.6 The Attorney General's Office shall be the primary point of contact for all substantive dealings with the media. In the event the Contractor is contacted by media representatives concerning this or other cases being handled on behalf of the state, the Contractor should decline any comment beyond confirming factual matters that are already a matter of public record and refer the individuals to the Project Director.

Article 2.7 **FOREIGN CONTRACTING:** By signature on this Contract, the Contractor certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. Failure to comply with this requirement will cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

Article 2.8 **HUMAN TRAFFICKING:** By signature on this solicitation, the offeror certifies that: (1) 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; or 2) if the offeror is 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, a certified copy of the offeror's policy against human trafficking must be submitted to the State of Alaska prior to contract award.

Consideration**APPENDIX D**

Article 1.1 In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor according to the schedule contained in its proposal dated _____. In addition, for unscheduled work, the following hourly rates will apply.

| Name | Title | AIDEA/AEA Hourly Billing |
|-------------|--------------|-------------------------------------|
| | | |
| | | |
| | | |

Article 1.3 The State agrees to reimburse the Contractor on a monthly or other periodic basis for reasonable and necessary out-of-pocket expenses incurred under this contract. No reimbursement shall be made for any administrative, surcharge, or other overhead recovery fee. **Unless otherwise noted**, reimbursement for out-of-pocket expenses shall be limited to actual costs except that reimbursement for those specific services or expenses listed below shall be limited as follows:

| <u>Service or Expense</u> | <u>Charge/Rate</u> |
|-------------------------------------|---|
| Reproduction | \$0.10 per page |
| Computerized Database Research | At cost as invoiced |
| Services | |
| Automobile Messenger Deliveries | At cost as invoiced |
| Overnight Deliveries (such as UPS, | |
| Federal Express, Express Mail, DHL) | At cost as invoiced |
| Postage | At cost |
| Telephone | At cost as invoiced |
| Telecopier | \$0.75(local), \$1.50(domestic), \$2.25(international) |
| Travel and Lodging | |
| Hotel Accommodations | Not to exceed \$300.00/night |
| Air Fare | Not to exceed coach class |
| Cab Fare | At cost as invoiced |
| Meals & Incidental Expenses | Flat rate payment of \$60.00/day for each full day (midnight to midnight) of travel. |

Reimbursement for any of the above shall be limited to actual costs. No reimbursement shall be made for any administrative, surcharge, or other overhead recovery fee. Reimbursement shall not be made for the purchase or lease of office space, furnishings, equipment, or software unless approved in advance by the Deputy Attorney General. Upon conclusion of this agreement, unless the Deputy Attorney General approves other arrangements, the ownership of any furnishings, equipment, or software purchased under this contract shall revert back to the State and those items returned to the Department of Law.

Reimbursement for secretarial overtime or other temporary administrative or clerical assistance may be authorized but only if required by the nature or timing of assignments made under this contract (e.g. large projects or court imposed deadlines) and not because of other client work or firm priorities.

Unless otherwise approved by the Project Director, reimbursement for airline travel costs under this contract shall be limited to coach class fares. Contractor will not bill the State for time in travel status, except for that time during which the individual has performed work on the State's matter while in travel status; in that situation the Contractor shall adhere to billing rates provided in Article 1.1 of this appendix.

Reimbursement of hotel costs shall be limited to a maximum of \$300.00 per night unless otherwise approved by the Project Director. The Contractor shall, when possible, use moderately priced hotels comparable to those used by Department of Law employees. Reimbursement for meals and other incidental expenses shall be made at the flat rate of \$60.00 per day for each full day (midnight to midnight) of travel along with partial payment of \$45.00 for the day of departure and \$45.00 for the day of return.

Article 1.4 Unless the contract is amended in writing, the total sum expended under this agreement shall not exceed \$XXXXX(to add), including all out-of-pocket expenses.

Article 2. Billing Procedures

Article 2.1 The Contractor agrees to bill the State within thirty days of the end of the monthly billing period. All billing statements shall be sent directly to the designated Project Director at the email(s) noted on the signatory page with a cc to 03ContractPayments@alaska.gov

Article 2.2 The Contractor's billing statements shall be itemized to show the agency contract number, time spent, a task description and the date that tasks were performed by the name and hourly rate of the individual performing the work. All billing statements shall include an itemization of all costs and copies of invoices for travel and other out-of-pocket expenses.

Article 2.3 As a standard cost control practice, the State may conduct an audit of time and cost records of the Contractor, its employees and subcontractors. Any such audit may be conducted at the Contractor's offices or a place mutually agreed to by the Contractor and the Project Director.

Article 2.4 Billing rates are capped for one year from date of execution of the Contract. If after one year the Contractor wishes to seek an adjustment to its billing rates, the Contractor shall: A. notify the Project Director and obtain approval in writing at least sixty (60) days before activating any change in billing rates B. specify the impact the rate adjustment would have on the existing workplan and budget and C. limit the change in any individual billing rate to an amount that does not exceed the percentage increase in the Consumer Price Index (CPI) for the locale from which the services are being rendered, or obtain the approval of the Project Director for any increase above the CPI.

If billing rates are increased under this Article, the new rates shall be capped for one year following the date of the increase.