



INFORMAL REQUEST FOR PROPOSALS

IRFP # 2519H044

Alaska International Airport System Conversion Analysis

Issued By

STATE OF ALASKA
Department of Transportation and Public Facilities (DOT)
Statewide Contracting
P.O. Box 112500
Juneau, Alaska 99811-2500

Issue Date: June 17, 2019

Procurement Officer	Issuing Office Mailing Address	Physical Address
Tom Mayer	DOT&PF-Statewide Contracting	DOT&PF-Statewide Contracting
Phone: 907-465-8855	P.O. Box 112500	3132 Channel Drive, Suite 350
Fax: 907-465-3124	Juneau, AK 99811-2500	Juneau, AK 99801
Email: tom.mayer@alaska.gov		

SUBMISSION OF PROPOSALS AND DEADLINE FOR RECEIPT OF PROPOSALS

Offerors must submit one copy of their proposal and one copy of Attachment A, Cost Proposal to the Issuing Office listed above.

Emailed and faxed proposals are acceptable if submitted to the Procurement Officer at the email address or fax number provided above.

Proposal Due Date: July 2, 2019 at 2:00pm prevailing Alaska Time

Proposals received the above date and time shall be considered non-responsive and will be rejected.

SECTION ONE: INTRODUCTION

PURPOSE

This Informal Request for Proposal (IRFP) is intended to result in a contract with a consultant or consulting firm for the purpose of conducting a cost/benefit analysis of converting the Alaska International Airport System (AIAS) from a state managed and operated program to an Airport Authority structure.

PRIOR EXPERIENCE

In order for offers to be considered responsive, offerors must meet the following minimum prior experience requirements.

Offerors must demonstrate in writing specifically how they meet or exceed the following minimum prior experience requirements:

- Offeror must submit written evidence that confirms they have at least three years of experience in the development of cost/benefit analysis reports and recommendations.

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

STATE POINT OF CONTACT

Any technical or procedural questions regarding this IRFP must be submitted to the Procurement Officer of record as identified on the front page of this IRFP.

BUDGET

The Department of Transportation and Public Facilities estimates a budget not to exceed \$100,000.00 for the completion of this project.

SECTION TWO: STANDARD PROPOSAL INFORMATION

REQUIRED REVIEW

Offerors shall carefully review this solicitation without delay, for defects and questionable or objectionable matter. Questions, objections, or comments must be brought to the attention of the Procurement Officer of Record identified on the front page of this IRFP.

A protest filed based upon any omission, error, or the context of the solicitation will be disallowed if not brought to the attention of the contact person prior to the scheduled IRFP closing date. Verbal contact must be followed up with written notification.

AUTHORIZED SIGNATURE

Proposals submitted must be signed by an individual authorized to bind the offeror to the provisions of the IRFP. The proposal must remain valid for at least ninety (90) days from the proposal receipt deadline.

AGGRIEVED RESPONDENTS

A respondent may protest the award of a contract let in accordance with this IRFP. Appeals and protests shall be treated in accordance with AS 36.30, 2 AAC 12, and AAM 81 and 82.

The protest shall be filed with the Procurement Officer, and the Commissioner of Transportation and Public Facilities, in writing, and shall include the following information:

- (1) Name, address, and telephone number of protester;
- (2) Signature of protester or the protester's representative;
- (3) Identification of contracting agency and the solicitation or IRFP at issue;
- (4) Detailed statement of the legal and factual grounds of the protest including copies of all relevant documents; and
- (5) Form of relief requested.

A protest based on alleged improprieties in the award of a contract or a proposed award of a contract must be filed within ten (10) calendar days of award notification.

ADA CERTIFICATION

The State of Alaska complies with Title II of the Americans with Disabilities Act (ADA) of 1990.

Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a proposal should call 907-465-8855 to make necessary arrangements.

By signature of their proposal the offeror certifies compliance with the Americans with Disabilities Act of 1990 and that programs, services and activities provided to the general public on behalf of the State under a contract resulting from this solicitation comply with the Americans with Disabilities Act of 1990, CFR, Part 35, Subpart B 35.130 of the federal government.

SECTION THREE: STANDARD CONTRACT INFORMATION

CONTRACT APPROVAL

This IRFP does not obligate the State until a contract is signed and approved by both parties. If approved, it is effective from the date of approval by the Department. The State shall not be responsible for work done, even in good faith, prior to Department approval of the contract. The contractor will be required to sign and submit the Standard Agreement Form for Professional Services (Attachment B).

INVOICING

The contractor will submit a single invoice for the full contract amount upon completion and written acceptance by the State Project Manager of the required deliverables.

PAYMENT OF INVOICES

Invoices are to be mailed directly to the Project Manager at the address included on the Standard Agreement Form for Professional Services (Attachment B) at the time of contract execution. The State will pay all properly documented, submitted, and approved invoices within thirty (30) days of final approval by the Project Manager.

CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Transportation & Public Facilities (DOT&PF) or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract.

The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency and be included in the cost proposal submitted in response to this IRFP.

TERM OF CONTRACT

The length of the contract will be from the date of award, through September 30, 2019. There are no renewals available under the contract resulting from this IRFP.

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

LOCATION OF WORK

The location the work is to be performed, completed and/or managed is in Anchorage, Alaska.

The state will not provide workspace for the contractor. The contractor must provide its own workspace.

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.

CONTRACT PERSONNEL

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the DOT&PF Project Manager. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

RIGHT OF REJECTION

Offerors must comply with all of the terms of the IRFP, 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 IRFP.

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 IRFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

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

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

ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this IRFP or participating in the procurement process. For more information, contact the procurement officer prior to the deadline for receipt of proposals.

STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

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 that 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 an Award or Notice of Award is issued. Thereafter, proposals will become public information.

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

SUPPLEMENTAL TERMS AND CONDITIONS

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

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

PROPOSAL AS A PART OF THE CONTRACT

Part or all of this IRFP and the successful proposal will be incorporated into the contract.

CONTRACT CHANGES – 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 and cannot exceed the small procurement limits established under AS 36.30.320.

When additional work is required, the state will provide the contractor a 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 procurement officer has secured any required state approvals necessary for the amendment and a written contract amendment has been issued.

ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

PREFERENCES

The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the IRFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the Department of Administration, Division of General Service's web site:

<http://doa.alaska.gov/dgs/policy.html>

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

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

ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who:

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

ALASKAN BIDDER PREFERENCE AFFIDAVIT

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

ALASKA VETERAN PREFERENCE:

An Alaska Veteran Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who qualifies under AS 36.30.990(250) 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 OFFEROR PREFERENCE

Alaska offerors will be provided a 10 percent overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(25), are eligible for this preference. Each Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

STANDARD CONTRACT PROVISIONS

At the time of award, the contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (Attachment B). 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.

INSURANCE REQUIREMENTS

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, Attachment C**, for details on the 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 must be set out in the offeror's proposal.

SECTION FOUR SUBMISSION REQUIREMENTS

PROPOSAL FORMAT AND CONTENT

The Department wishes to discourage unnecessarily lengthy and costly proposal preparation; however, all proposals must contain the following information in the following format. Proposals should be limited to the requested information and shall consist of the following four parts:

1. Cover Letter (limit -2 pages);
2. Project Plan;
3. Experience and Qualifications including any applicable certifications; and,
4. Cost Proposal, Attachment A.

NOTE: Project Plan, and Experience and Qualifications, are limited to 20 pages combined.

All pages are to be consecutively numbered. Additional guidance for each of the above is provided below:

PART ONE: COVER LETTER

Offerors must submit a cover letter (maximum of 2 pages) containing the following information:

- Complete name, mailing address of the firm;
- Telephone number and email address of the offerors point of contact for the proposal;
- A copy of the offerors valid Alaska Business License or a statement confirming the offeror's intent to possess a valid Alaska Business License at the time of contract award;
- A statement confirming that the proposal is valid for ninety (90) days from the closing date for receipt of proposals; and,
- A statement relating to any perceived or potential conflict of interest.

Failure to submit the requested information may result in the rejection of the proposal

PART TWO: PROJECT PLAN

Offerors must submit a detailed narrative statements that clearly define the offerors understanding of the project, the proposed project plan, and a description of the methodology that will be used to ensure timely completion of the required tasks.

PART THREE: EXPERIENCE AND QUALIFICATIONS

Offerors must submit a detailed narrative statement of qualifications. This statement must include any previous experience in airport authority, or reasonably analogous, governance structure conversions and a list of Key Personnel that will be responsible for performance and completion of the required tasks.

PART FOUR: COST

Offerors must submit Attachment A, Cost Proposal in response to this IRFP. The hourly rates offered on **Attachment A, Cost Proposal**, shall be all inclusive and must include, but are not limited to, labor, profit, direct and indirect expenses, supplies, insurance, fees, and overhead.

The failure to submit Attachment A, Cost Proposal shall result in the proposal being deemed non-responsive.

SECTION FIVE: EVALUATION PROCESS AND CRITERIA:

EVALUATION PROCESS

The total number of points used to score proposals shall be 100. All proposals will be reviewed to determine if they are responsive. Responsive proposals will be evaluated using the criteria set out below.

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.

Responsive proposals will be evaluated based on the following criteria:

PROJECT PLAN

25 Points

The Offeror shall provide a detailed project plan, outline, and methodology that defines how the offeror intends to meet the defined scope of work for this project. The project plan shall also present issues or problems that may hinder the completion of the Scope of Work and propose solutions to the identified issues and problems. The Project Plan shall also include any other process necessary to complete the project.

EXPERIENCE AND QUALIFICATIONS

25 Points

The Offeror shall provide comprehensive narrative statements clearly illustrating their experience and qualifications involving airport authority or meaningfully similar governance conversions. The narrative statements are to include an overview of the company, relevant clients, and experiential detail regarding staff proposed for assignment to the project. Knowledge of Alaska and its unique challenges desired.

COST-PROPOSAL-ATTACHMENT A

40 Points

The lowest priced proposal submitted shall receive the maximum number of points allocated to cost, cost point allocations for all other proposals submitted shall be determined with the following formula:

$$\frac{(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})}{\text{Price of Proposal under Consideration}} = \text{Price Points for Proposal}$$

In order to evaluate all offers equally, cost proposals must be **submitted on Attachment A, Cost Proposal Form**.

ALASKAN OFFEROR

10 Points

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.

SECTION SIX BACKGROUND INFORMATION AND SCOPE OF WORK

BACKGROUND INFORMATION

The Alaska International Airport System (AIAS) consists of the Ted Steven Anchorage International Airport (TSAIA) and the Fairbanks International Airport (FAI). Like most major airports located in United States, the airports within the AIAS are critical and important drivers of economic growth for the state.

Aviation is critically important to the State of Alaska and the objective of this project is to analyze and assess whether the State may be better served in the aggregate by converting the governance structure of the AIAS from a state department of transportation managed enterprise fund to a state component unit operated as a legally independent airport authority under the direction of a board structure.

The AIAS is seeking proposals for external consulting services to assist AIAS in identifying and evaluating potential economic and operational opportunity and risk, associated with conversion from a state enterprise fund to a state component unit operated as a legally independent airport authority.

Initial airport governance investigative efforts will focus on conducting a cost/benefit study and identification and assessment of associated economic and operational risks involved in converting or modifying the AIAS governance structure.

SCOPE OF WORK

The following scope of work is outlined to detail the steps the state believes would be required to explore the conversion of the TSAIA and the FAI from a State managed and operated model to an airport authority model.

From a historical perspective, the conversion to an airport authority has been contemplated in the past and there is draft legislation available to the contractor from those past efforts. The state envisions two main phases for this potential airport operations conversion project with the first phase incorporating this contract effort. Should a governance change be deemed appropriate, a subsequent implementation effort will follow as appropriate.

STUDY: The contractor shall perform and communicate to AIAS regarding due diligence involving analysis of existing and potential organizational and operational structures.

Primary focus of this effort should be on shared-service or reimbursable service agreement type administrative, finance, accounting, and engineering operating and capital cost-elements and providing estimates of potential impact on AIAS revenue requirement from changes to governance structure considered.

Secondary focus should include review and adequacy assessment of recently performed analysis of legal and revenue requirement impact of governance conversion related to AIAS outstanding revenue bonds.

Contractor shall provide a framework for identifying, measuring, assessing, and communicating benefits and risks associated with conversion to alternative governance structures, including component units formed.

STUDY-SCOPE OF WORK

The following comprises the scope of work:

1. **Comparable Airports:** Identify and research other recent and comparable North American airport authority (or analogous) governance structure conversions that may serve as an appropriate template for the AIAS.
2. **Legislative Efforts:** Identify, research, and review historic State of Alaska legislative airport authority efforts to determine what information and elements must be analyzed and/or developed to construct an alternate governance model.
3. **Governance Model:** Develop an outline of the steps necessary to construct a governance model.
4. **Staffing and Support:** Identify and analyze current staffing structure and services/support provided by other State entities and or other third parties
5. **Alternatives:** Develop three alternatives for the Authority structure and develop proposed management and departmental organizational and budget structures demonstrating provision and cost of required staffing and services.
6. **Alternative Pros and Cons:** Analyze the pros and cons of the three alternatives from the perspective of 1) airport staff and leadership, 2) airline tenants and other airport tenants, and 3) airport passengers, and customers.
7. **Governing Boards:** Develop alternatives for the election, appointment, or filling of governing boards and analyze and describe the risks associated with various options.
8. **Management Review:** Review the alternatives with management and refine to the preferred structure.
9. **Debt Structure and Bond Debt Covenants:** Review AIAS debt structure and recent AIAS revenue bond debt covenants and refunding analyses related to governance conversion for adequacy and propriety, and if necessary, recommend additional process or action deemed appropriate.
10. **Budget Impacts:** Identify budget impacts potentially incurred by a governance structure change and estimate potential AIAS revenue requirement impact that may result from governance change.

DELIVERABLES AND TIMELINES:

DELIVERABLE

The state expects the contractor to perform the tasks as defined above and deliver to the state the following:

1. A report that clearly and concisely defines, demonstrates, and explains the findings resulting from the completion of tasks 1 through 10 above.
2. An Executive Summary and a Microsoft PowerPoint presentation that will be used to communicate the report findings to other parties.

TIMELINE:

1. The draft report required under item 1 above must be submitted to the Project Manager no later than August 31, 2019 with the final reported being submitted no later than September 30, 2019. The drafting and development of the report will be an iterative process in cooperation with the AIAS project team.

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2. The Executive Summary and PowerPoint presentation must also be submitted to the Project Manager in final form no later than September 30, 2019.

ATTACHMENTS:

1. Attachment A: Cost Proposal Form
2. Attachment B: Standard Agreement Form for Professional Services with Appendix A –General Terms and Conditions
3. Attachment C: Appendix B1 –Indemnity and Insurance

ATTACHMENT A---COST PROPOSAL

Offerors must submit **Attachment A, Cost Proposal**. The hourly rates offered on **Attachment A, Cost Proposal**, shall be all inclusive and must include, but are not limited to, labor, profit, direct and indirect expenses, supplies, insurance, fees, and overhead.

Name of Offeror	
Point of Contact	
Phone Number	
Email Address	

Instructions: In the space provided below, enter:

1. The number of hours required to complete each item.
2. The offered hourly rate for services for each item.
3. The total extended offered cost for each item (hours x hourly rate offered).

Scope of Work Item Number	Short Description	Hours to Complete	Offered Hourly Rate	Extended Offered Cost
1	Comparable Airports			
2	Legislative Efforts			
3	Governance Model			
4	Staffing and Support			
5	Alternatives			
6	Alternative Pros and Cons			
7	Governing Boards			
8	Management Review			
9	Debt Structure and Bond Covenants			
10	Budget Impacts			
Total Offered Cost for all Items				

**STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
AIAS CONVERSION ANALYSIS**

IRFP: 2519H044

ATTACHMENT B---STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

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

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of	Division	hereafter the State, and	
9. Contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of	Attention: Division of		
Mailing Address	Attention:		
12. CONTRACTOR		14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm			
Signature of Authorized Representative		Date	
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	
Department/Division		Date	
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

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

APPENDIX A--GENERAL PROVISIONS

Article 1. Definitions.

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

Article 2. Inspections and Reports.

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

Article 3. Disputes.

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

Article 4. Equal Employment Opportunity.

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

Article 5. Termination.

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

Article 6. No Assignment or Delegation.

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

Article 7. No Additional Work or Material.

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

Article 8. Independent Contractor.

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

Article 9. Payment of Taxes.

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

Article 10. Ownership of Documents.

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

Article 11. Governing Law; Forum Selection

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

Article 12. Conflicting Provisions.

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

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

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

Article 15. Compliance.

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

Article 16. Force Majeure:

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

ATTACHMENT C--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.

Article 2. Insurance

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

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

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

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

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

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