

# STATE OF ALASKA REQUEST FOR PROPOSALS



## FINANCIAL ADVISORY SERVICE

RFP 2025-0400-0395

ISSUED JUNE 18, 2025

THE ALASKA MUNICIPAL BOND BANK AUTHORITY (“BOND BANK”) IS SOLICITING PROPOSALS TO FURNISH  
FINANCIAL ADVISORY SERVICES

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ISSUED BY:

DEPARTMENT OF REVENUE  
ALASKA MUNICIPAL BOND BANK AUTHORITY

PRIMARY CONTACT:

KRISTIE ELY  
PROCUREMENT OFFICER  
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(907) 465-2313

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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 & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The Bond Bank is soliciting for a “nationally recognized” financial advisory firm to provide financial / municipal advisory services relating to the issuance of bonds and making loans of the Bond Bank. The work includes, but is not limited to, modeling and tracking the Bond Bank’s full portfolio of debt, assisting in maintaining and improving the Bond Bank’s credit ratings, providing written analyses including credit reviews and recommendations on approval for all loan requests and/or applications from authorized borrowers, providing any pre-structuring advice or estimates for authorized borrowers of the program, structuring authorized Bond Bank bond issues, recommendation for structuring of any direct loans, assisting in the drafting the Bond Bank’s preliminary and official statements, advising on method of sale of bonds, negotiating the most advantageous structure of couponing and yield for the

Bond Bank's bond sales, verifying bond pricings, providing a post-sale summary, providing an analysis of all borrower concentration and debt service requirements at time of issuance and year end close, and other special projects related to all resolutions and programs of the Bond Bank.

In determining whether a firm is "nationally recognized", consideration will be given to firms listed in the Bond Buyer's Municipal Marketplace as well as the experience thresholds outlined in 4.06.

## SEC. 1.02 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **3PM** prevailing Alaska Time on Thursday, **July 10, 2025**. Emailed proposals must be sent to [kristie.ely@alaska.gov](mailto:kristie.ely@alaska.gov). It is the responsibility of the proposer to phone the procurement officer at 907- 465-2313 to verify timely receipt of the proposal. Oral proposals are not acceptable.

## SEC. 1.03 PRIOR EXPERIENCE

An offeror's failure to meet minimum prior experience requirements defined in section 4.06 will cause their proposal to be considered non-responsive and their proposal will 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. The interested party must confirm telephone conversations in writing and receive confirmation in writing from the procurement officer that the outlined conversation is accurate.

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

PROCUREMENT OFFICER: Kristie Ely – Phone 907-465-2313

## SEC. 1.06 RETURN INSTRUCTIONS

Offerors can submit a proposal as a hard copy or via email.

Proposals submitted via hard copy: Proposal must be provided in writing to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Revenue Administrative Services Division  
Attention: Kristie Ely

(RFP) Number: 2025-0400-0395 Financial Advisory Services

If using U.S. mail, please use the following address:

PO Box 110410  
Juneau, AK 99811-0410

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

333 Willoughby Avenue, 11<sup>th</sup> Floor  
Juneau, AK 99801

Faxed proposals are not acceptable.

Please note that there is no same day delivery service to Juneau, Alaska, please allow enough time for the proposal to reach our Juneau offices. If proposal is received by the procurement officer after the solicitation close date, their proposal was be considered non-responsive.

Proposals submitted via email: The technical proposal and cost proposal **must be saved as separate PDF documents** and emailed to [kristie.ely@alaska.gov](mailto:kristie.ely@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 the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. It is the offeror's responsibility to contact the issuing agency at 907-475-2313 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

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

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. It is the offeror's responsibility to verify with the Procurement Officer that their proposal has been received.

## SEC. 1.07 PROPOSAL CONTENTS

The following information must be included in all proposals.

### (a) AUTHORIZED SIGNATURE

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

### (b) OFFEROR'S CERTIFICATION

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

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;

- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- G. that the offers will remain open and valid for at least 90 days; and
- H. that programs, services, and activities provided to the general public under the resulting 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 Executive Director of the Bond Bank 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 Executive Director's determination regarding any questions of conflict of interest shall be final.

#### (e) FEDERAL REQUIREMENTS

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

### 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 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 Bond Bank'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 **June 18, 2025**
- Deadline for Receipt of Proposals: **3pm, Prevailing Alaskan Time, on July 10, 2025**
- Estimated Date State of Alaska issues Notice of Intent to Award: **July 18, 2025**
- Estimated date State of Alaska issues contract: **July 29, 2025**
- Estimated Contract start **August 1, 2025**

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

## 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 Executive Director.

## SECTION 2. BACKGROUND INFORMATION

### SEC. 2.01 BACKGROUND INFORMATION

The Bond Bank is a non-stock public corporation and instrumentality of the State of Alaska with a five member Board of Directors and staff including an Executive Director. It was originally created to make money available to municipalities to finance sustainable capital projects primarily through the issuance of tax exempt publicly offered bonds. The Bond Bank has subsequently been given authority to lend to the University of Alaska, the Alaska Municipal League Joint Insurance Association, Regional Health Organizations, and Joint Action Agencies. The authority to lend to the University of Alaska and Regional Health Organizations has also expanded over time. The Bond Bank makes loans by selling its own bonds and using the proceeds to buy bonds issued by an authorized and approved borrower as well as through use of available cash on hand to purchase borrower bonds. As a result, authorized borrowers get the advantages of lower interest expense due to the Bond Bank's strong credit ratings of "AA" rating (Kroll), "Aa3" rating (Moody's), and "AA-" rating (S&P). Additionally, there is less local staff administrative time required, and lower costs of issuance. Over the last five years the Bond Bank has issued approximately 2-3 series of bonds per fiscal year with an approximate average par issuance amount of \$40-60 million, however there may be larger or smaller bond issuances based on overall program demand, expanded authority, refunding opportunities, or any other authorized activity. The Bond Bank issues primarily tax-exempt debt in the domestic capital markets but has also issued taxable debt.

Proposers may have underwriting capabilities, however if the firm selected has underwriting capabilities they will be prohibited from bidding or acting on any Bond Bank bonds in any capacity which will create a potential conflict of interest. In addition, **the Financial Advisor must fully and completely disclose potential or possible conflicts of interest that may exist including potential conflicts due to representation of either users of the Bond Bank or other Alaskan entities or agencies and certify that except for those disclosed, no other known conflicts are present.**

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### *SEC. 3.01* SCOPE OF WORK

The Alaska Municipal Bond Bank Authority is soliciting proposals for financial advisor services. The successful offeror shall:

Provide preliminary financial analysis on authorized borrowers requesting funding for projects through the Bond Bank, including written summaries of financing options and participation in pre-application conferences with municipalities expressing interest in debt financing of public projects. When requested, provide analysis of authorized borrowers' debt policy, debt capacity, and estimate debt service requirements for potential future issuances.

Provide a written loan analysis and credit review on all respective applications received by the Bond Bank. Prepare and present to the Bond Bank Board written recommendations for loan applications and credit reviews that detail the creditworthiness of the requesting entity, and the effect a proposed loan will have on the credit of the Bond Bank. The written recommendation shall include historical and projected financial information, community support, project essentiality, debt coverage ratios if applicable, and all other relevant credit factors.

Provide written recommendations on method of sale and timing of sale for the Bond Bank and its participating borrowers to receive optimal financing execution. Suggest appropriate bidding terms and conditions to be contained in the Notice of Sale of the bonds, if applicable.

Review and comment on all security documents prepared by bond counsel, including the bond resolutions, loan agreements, and other documents and agreements. In the case of negotiated sale all documents of underwriter's counsel shall also be reviewed and comments provided.

Review, compile, and provide comments on the Preliminary Official Statement, Notice of Sale (if applicable), and the Official Statement to be issued in connection with all offering of bonds. The facts, statistical data, and other pertinent information to be contained therein, including in the Appendices, shall be sufficient to permit prospective purchasers to properly evaluate and bid for the bonds. Make recommendations concerning form and content that are deemed necessary to enhance the marketability of the financing and to comply with "full disclosure" guidelines.

Develop and present specific recommendations as to the details of bond issues. This shall include, but not be limited to, principal amounts, dates, interest rates, maturity schedules, call features, revenues, flow of funds, debt-service coverage requirements, security provisions, any reserve sufficiency, method of reserve funding, if applicable, and protective and other covenants to be included for maximum marketing benefit to the Bond Bank bonds.

Develop and monitor the schedule and distribution of activities during each financing to assist the Bond Bank in meeting established deadlines. Scheduling is to be coordinated with the Executive Director, bond counsel, the managing underwriter, underwriter's counsel, trustee, verification agents (if any) and other financing team participants for each transaction.

Provide information to, and coordinate with rating agencies when selling bonds. This action

must be taken sufficiently in advance that it allows the rating to be available prior to the date set for posting the preliminary official statement. Assist in rating agency presentations when required either remotely or in person.

Participate on evaluation committees for negotiated underwriting services, coordinate with the Executive Director to obtain additional transaction related services when required (i.e. verification agent, escrow agent, feasibility consultant).

If bonds are sold on a negotiated basis, act as advocate for the Bond Bank in negotiating the best possible terms with the underwriter, including the underwriter's fees, the recommended timing of bond sale, and the proposed structure and terms of pricing. Correlation to recent market activity and comparable credits should be incorporated into an analysis in anticipation of premarketing and pricing.

Validate marketing plan of underwriters and provide analysis of proposed maturity, coupon and yield, interest rate structuring proposals to the Bond Bank. Review all factors that may influence the final underwriting proposal. This may include accumulation of presale orders, prevailing market conditions and near-term market trends, and interest rates and underwriting discounts on comparable offerings.

If the bonds are sold competitively, coordinate the bid opening, evaluate the bids submitted, verify their mathematical accuracy, advise the Bond Bank of the bids, and recommend the award. Assess the performance of the underwriting group and the final terms of the purchase agreement submitted by the underwriting account, and recommend acceptance or rejection of the underwriting proposal.

Provide a post-sale evaluation of the marketing effort of underwriters and the market acceptance of the bonds. This evaluation shall include an estimate of savings the authorized borrower received from using the Bond Bank. Provide recommendations regarding future financing alternatives and the composition of the working group.

Draft closing memorandum and coordinate among all parties to arrange for the delivery of the bonds.

Advise the Bond Bank in its financial affairs, including financing options, alternate financing arrangements, reserve fund structure, and reserve funding requirements. Advise the Bond Bank on any structuring of debt service. Participate on the Bond Bank investment committee and other proposal evaluations from time to time, including a review of the Bond Bank's underwriting pool.

Conduct special studies of specific municipality financing and provide recommendations for enhancement of municipal financial activities.

Provide a written analysis showing borrower statistics regarding their participation in the Bond Bank. This includes concentration of borrowers under each resolution, and includes, but is not limited to, borrower outstanding principal, and percent of outstanding principal per active Bond Bank resolution and a schedule of all debt service requirements to maturity, broken down by individual borrower and bond series. These statistics shall be provided for inclusion in all preliminary and final official statements as of certain dates either suggested by the financial advisor or the Bond Bank. These statistics shall also be provided to supplement information in the financial statements as of each fiscal year ended June 30, by August 10<sup>th</sup> or earlier.

Conduct above activities in consultation with the Executive Director of the Bond Bank. Coordinate and process recommendations for consideration by the Bond Bank's Board of Directors.

## SEC. 3.02 DELIVERABLES

The contractor will be required to provide the following deliverables;

- (a) Provide a loan analysis and credit review on all applications received by the Bond Bank.
- (b) Provide written recommendations on method of sale and timing of sale. Negotiate terms of bond sales with underwriters when using a negotiated method of sale.
- (c) Prepare a schedule of events for the proposed bond issuance and provide contact information for all financing team parties. Coordinate discussion and set meetings amongst representatives of the proposed underlying borrowers, as necessary.
- (d) Prepare and assist Bond Bank staff in presentations as necessary to provide relevant data and information to third parties including, but not limited to, rating agencies, elected officials, professional organizations, and surety providers/bond insurers.
- (e) Comment on and compile certain sections of the Preliminary Official Statement (POS), final Official Statement (OS), and Notice of Sale (if applicable). This shall include, but is not limited to, providing updates to the main portion of the POS, including the text and tables residing in any Appendices as requested.
- (f) Prepare for each bond issuance, a compilation of Appendix B (or, as otherwise defined) – “State Payments to Governmental Units,” attached on the most recent OS; Appendix C (or as otherwise defined) – “Governmental Unit Statistics Regarding Participation in the Bond Bank,” attached on the most recent OS; Appendix D (or, as otherwise defined) – “Summary of Borrowers Representing Twenty Percent or More of Outstanding Bonds under the Resolution” related to the bond issuance; Appendix G (or, as otherwise defined) – “State of Alaska Information,” attached on the most recent OS; and Appendix H (or, as otherwise defined) – “Proposed Forms of Continuing Disclosure Certificates / Proposed Form of Bond Bank’s Certificate,” attached form on most recent OS.
- (g) Prepare and provide annually by August 10<sup>th</sup>, information as of the most recent June 30 close, written analysis showing borrower statistics regarding their participation in the Bond Bank. This includes concentration of borrowers under each resolution, and includes, but is not limited to, borrower outstanding principal, and percent of outstanding principal per active Bond Bank resolution. These statistics shall also be provided for inclusion in all preliminary and final official statements at time of issuance (see ‘(f)’ above). Prepare and provide annually, as of June 30, a schedule of all debt service requirements to maturity, broken down by series and by individual borrower within that bond series (See supplemental schedules in Financial Audit for formatting, which is typically the next 10 years of debt service requirements).
- (h) Draft closing memorandum and coordinate among all parties to arrange for the delivery of the bonds.
- (i) Provide a post-sale summary of every bond issuance including an evaluation of the marketing effort of underwriters and the market acceptance of the bonds, amortization schedules broken out

by borrower loan, savings as a result of the underlying borrower utilizing the Bond Bank program, and any other relevant discussion or analysis of the sale.

(j) Provide information requested by the Bond Bank pertaining to projected reserve fund requirements, or other analysis as it relates to the Bond Bank's reserves and sufficiency of those reserves and funding mechanisms under each resolution of the Bond Bank.

Any additional information or advice requested by the Executive Director related to the Bond Bank's operation and issuance of debt in either written or oral presentation.

As requested participate in selection of underwriters, paying agent, trustee, and other contractors of the Bond Bank as requested.

Any other services or reports described in Scope of Work, section 3.01.

### **SEC. 3.03 CONTRACT TYPE**

This contract is a Firm Fixed Fee contract contingent upon an issuance of Bonds.

### **SEC. 3.04 PROPOSED PAYMENT PROCEDURES**

The Bond Bank will provide for payments based on the offerors payment schedule subsequent to each issuance of Bonds. Each billing must consist of a detailed invoice including itemized expenditures. No payment will be made until the appropriate invoice has been received and approved by the Executive Director.

### **SEC. 3.05 CONTRACT PAYMENT**

No payment will be made until the contract is approved by the Executive Director of the Bond Bank and the Commissioner of the Department of Revenue or the Commissioner's designee. Under no conditions will the Bond Bank be liable for the payment of any interest charges associated with the cost of the contract.

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

### **SEC. 3.06 LOCATION OF WORK**

Work may be performed at any location.

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

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 Bond Bank to reject the proposal as non-responsive, or cancel the contract.

### **SEC. 3.07 SUBCONTRACTORS**

Subcontractors will not be allowed.

### **SEC. 3.08 JOINT VENTURES**

Joint ventures will not be allowed.

### **SEC. 3.09 RIGHT TO INSPECT PLACE OF BUSINESS**

At reasonable times, the Bond Bank 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. 3.10 CONTRACT PERSONNEL**

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

### **SEC. 3.11 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 Executive Director. The Bond Bank may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The Executive 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. The contractor shall provide all work papers or documents requested by the Bond Bank in connection to all partially completed or completed work in compliance with the contract.

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

### **SEC. 3.12 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 Executive 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 prior to starting the work 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 Executive Director and the Commissioner of the Department of Revenue or the Commissioner's designee.

### **SEC. 3.13 NONDISCLOSURE AND CONFIDENTIALITY**

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential

information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

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

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

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

### **SEC. 3.14 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 B2, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in Appendix B2 must be set out in the offeror's proposal.

### SEC. 3.15 TERMINATION FOR DEFAULT

If the Executive 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 Bond Bank may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the Bond Bank's termination rights under the contract provisions of Appendix A, attached in **SECTION 8. EXHIBITS**.

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

### **SEC. 4.01 PROPOSAL FORMAT AND CONTENT**

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

### **SEC. 4.02 INTRODUCTION**

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

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

### **SEC. 4.03 UNDERSTANDING OF THE PROJECT**

Summarize your understanding of the objectives of the contract. Describe the key points your firm would rely upon in providing financial advice to the Bond Bank. Describe your firms', and the individuals you intend to assign, understanding of the Bond Bank might be greater than other firms. Include in your discussion the impacts of operating in a large geographic area with approximately 50% of the population highly dispersed. Describe the types of communities that exist across the State and your firms experience in those or similar types of communities or entities in other locations.

### **SEC. 4.04 METHODOLOGY USED FOR THE PROJECT**

Discuss your ideas for continued operation of the Bond Bank's existing programs. Detail how your firm would initiate the relationship with the Bond Bank with actions, meetings, and product that would be required to initiate. Include any thoughts on new loan programs or modifications to any existing Bond Bank loan programs that would benefit the Bond Bank and the borrowers that use it. Provide a discussion of suggestions for maintaining or improving the Bond Bank's rating for the existing programs as well as any innovations. All examples should be specific to the limitations of the Alaska Constitution and include explanation if statutory amendment is required.

Discuss how your firm would provide advice to the Executive Director, and Board of Directors, and manage the issuance process of the Bond Bank. Use the format of a pooled issuance for four fictional communities, two of which will issue general obligation bonds of \$10 million and \$60 million and two that will issue revenue bonds of \$5 million each. Provide a description of the process and your level of involvement from the point the borrowers' governing bodies are discussing the issuance through the bond issue closing and funds being deposited in the borrowers' accounts. Describe key points and decisions that would be required to issue the bonds. Outline possible conflicts that could arise during the process and the possible resolutions.

### **SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT**

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

Include an organizational chart showing key personnel and how they will interact among themselves and the Bond Bank. Identify the location of the office(s) from which management of the project will be accomplished.

## SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

Provide a summary of your firm's history of providing financial advice to municipal and other issuers of publicly offered debt. Include descriptions of both large and small transactions for both urban and rural communities, the number of issues advised upon and the number of issues that related to a pooled program similar to the Bond Bank.

Provide resumes and work experience of the individuals to be assigned to the Bond Bank, with particular emphasis on experience in Alaska and with Bond Banks or pooled financings. For the individual assigned to the Bond Bank include:

1. Three projects for which the primary firm designee acted as Financial Advisor, performing tasks and functions comparable to those outlined in Scope of Services (Section 4) of this RFP, for which bond issues were brought to market in the past five years. Offerors should provide at least one example of a bond issue below \$20 million in size and one example of a bond issue over \$80 million in size.
2. One project that the primary firm designee acted as Financial Advisor for that was funded without the public issuance of bonds. Included in this type of experience would be certain lease/purchase financing, financing through banks, financing in conjunction with federally funded programs, and other non-traditional means of financing.
3. Two project financings led by the firm designee that resulted in a bond issue for a pooled financing program similar to the Bond Bank.

Offerors shall provide reference names and phone numbers for at least three of the financings described above.

## SEC. 4.07 COST PROPOSAL

The compensation for the Bond Bank's Financial Advisor includes a per bond issuance amount rate and direct out-of-pocket expenses. If there are multiple series of bonds issued simultaneously the fee will be based on the series sizes rather than the total amount of bonds sold. The largest series fee shall receive 100% of the fee schedule, the second largest series fee shall receive 50% of the fee schedule associated with that specific series size, and the third largest series and any additional smaller series shall receive 25% of the fee schedule associated with that specific series size. It is anticipated that all future issues will be general obligation bonds of the Bond Bank, but there could be instances where a revenue bond, lease financing, or special assessment structure is used in the future due to unforeseen circumstances. As an additional example, the Bond Bank has commonly issued two series of bonds simultaneously due to variations in tax treatment related to fully governmental and alternative minimum tax bonds of the local community.

A. Offerors are requested to propose:

1. Maximum per issue fee schedule for the following size of issue and type of debt financing (Fee should not include out-of-pocket or travel expenses, printing or advertising of bonds of Official Statements, bond attorney's fees or bond rating fees.) For determining how cost will be

compared between proposers fees (exclusive of expenses) 33.0% of the points will be allocated to each of the one to twenty-five million size issue and the twenty-five to fifty million size issue, and 34.0% of the points to the over fifty million size issue. The Bond Bank requires that fees proposed relate well amongst the three issue size categories and proposers who have extraordinary range between the categories will be considered noncompliant.

**PROPOSED FEES:**

**Issue Size**

**\$1,000,000 to \$25,000,000**

\_\_\_\_\_

**\$25,005,000 to \$50,000,000**

\_\_\_\_\_

**\$50,005,000 and over**

\_\_\_\_\_

**SEC. 4.08 EVALUATION CRITERIA**

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in Section 5. Evaluation Criteria and Contractor Selection.

An evaluation will 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 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

### SEC. 5.01 UNDERSTANDING OF THE PROJECT (10%)

**Proposals will be evaluated against the questions set out below:**

- 1) How well has the offeror demonstrated a thorough understanding of the Bond Bank programs and the financial advisor's role to the Bond Bank?
- 2) How well has the offeror identified pertinent issues and potential problems related to the assignment?
- 3) Has the offeror demonstrated an understanding of the deliverables the Bond Bank expects it to provide?
- 4) Has the offeror demonstrated an understanding of the Bond Bank's time schedule and can meet it?
- 5) Are all potential conflicts disclosed and discussed?

### SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (10%)

**Proposals will be evaluated against the questions set out below:**

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the continued operation of the Bond Bank's existing programs?
- 2) How realistically and well does the methodology initiate, maintain, and continually deliver on the assignments set out in the RFP?
- 3) For the specific examples requested in 4.04 is the response complete and inclusive in describing the financial advisor's role?
- 4) Does the methodology interface with the time schedule in the RFP?

### SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (10%)

**Proposals will be evaluated against the questions set out below:**

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) Does it appear that the offeror can meet the schedule set out in the RFP?
- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 8) To what degree is the proposal practical and feasible?

9) To what extent has the offeror identified potential problems?

## SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (20%)

Proposals will be evaluated against the questions set out below:

### 1) Questions regarding the personnel:

- a) Do the individuals assigned to the project have experience working on pooled conduit financing of municipal debt?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- c) How extensive is the applicable education and experience of the personnel designated to work on the project?
- d) Has the primary designee participated in financings as described in 4.06?

### 2) Questions regarding the firm and subcontractor (if used):

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided letters of reference from previous clients?

## SEC. 5.05 CONTRACT COST (40%)

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

### 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 3.15.

## SEC. 5.06 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.

## SECTION 6. GENERAL PROCESS INFORMATION

### SEC. 6.01 INFORMAL DEBRIEFING

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

### SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

### SEC. 6.03 SITE INSPECTION

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. 6.04 CLARIFICATION OF OFFERS**

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

## **SEC. 6.05 DISCUSSIONS WITH OFFERORS**

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the 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. 6.06 EVALUATION OF PROPOSALS**

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section 5. Evaluation and Criteria and Contractor Selection.

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

## **SEC. 6.07 CONTRACT NEGOTIATION**

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the Commissioner's conference room on the 11th floor of the State Office Building in Juneau, Alaska.

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

## SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

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

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

## SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation the 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. 6.10 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

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

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

- 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. 6.11 APPLICATION OF PREFERENCES

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

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

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

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

## Sec. 6.12 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;

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

#### **Alaska Bidder Preference 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. 6.13 ALASKA VETERAN PREFERENCE**

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

- A. sole proprietorship owned by an Alaska veteran;
- B. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- C. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- D. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

#### **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. 6.14 ALASKA OFFEROR PREFERENCE**

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

#### **SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS**

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

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

## SEC. 6.16 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
Offeror #3	\$47,500

#### STEP 2

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

**Offeror #1 receives 40 points.**

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

**Offeror #2 receives 37.4 points.**

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

**Offeror #3 receives 33.7 points.**

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

### (b) ALASKA OFFEROR PREFERENCE

#### STEP 1

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

100 Total Points Available in RFP  $\times$  10% Alaska offerors preference = 10 Points for the Preference

#### STEP 2

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

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

#### STEP 3

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

Offeror #1	83 points	
Offeror #2	84 points	(74 points + 10 points)
<b>Offeror #3</b>	<b>90 points</b>	<b>(80 points + 10 points)</b>

**STEP 4**

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

## SECTION 7. GENERAL LEGAL INFORMATION

### SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). This form is attached in **SECTION 8. EXHIBITS** 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. 7.02 PROPOSAL AS A PART OF THE CONTRACT

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

### SEC. 7.03 ADDITIONAL TERMS AND CONDITIONS

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

### SEC. 7.04 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. 7.05 RIGHT OF REJECTION

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

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

Minor informalities that:

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

- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The Bond Bank 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. 7.06 STATE NOT RESPONSIBLE FOR PREPARATION COSTS**

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

## **SEC. 7.07 DISCLOSURE OF PROPOSAL CONTENTS**

All proposals and other material submitted become the property of the Alaska Municipal Bond Bank Authority and may be returned only at the Bond Bank'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. 7.08 ASSIGNMENT**

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

## **SEC. 7.09 DISPUTES**

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

## **SEC. 7.10 SEVERABILITY**

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

## **SEC. 7.11 SUPPLEMENTAL TERMS AND CONDITIONS**

Proposals must comply with Sec. 7.05 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. 7.12 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. 7.13 SOLICITATION ADVERTISING**

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

# **SECTION 8. ATTACHMENTS**

## **SEC. 8.01 ATTACHMENTS**

### **Attachments:**

- 1) Proposal Evaluation Form
- 2) Standard Agreement Form - Appendix A
- 3) Appendix B2
- 4) Notice of Intent to Award
- 5) Copy of AMBBA FY2024 Audited Financial Statements
- 6) Copy of most recent AMBBA Official Statement