

STATE OF ALASKA REQUEST FOR PROPOSALS



LEGAL SERVICES FOR STATE BOND COMMITTEE RFP 2026-0300-0076

ISSUED October 7, 2025

THE STATE OF ALASKA IS SEEKING PROPOSALS FROM EXPERIENCED AND WELL-QUALIFIED LAW FIRMS INTERESTED IN PROVIDING LEGAL SERVICES IN SUPPORT OF THE ACTIVITIES OF THE STATE BOND COMMITTEE.

ISSUED BY:

DEPARTMENT OF LAW
CIVIL DIVISION

PRIMARY CONTACT:

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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 NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The State of Alaska, Department of Law (LAW) is seeking proposals from experienced and well-qualified law firms to provide bond and disclosure counsel services, and to advise the State Bond Committee (“Committee”). This would include the authorization, issuance, and sale of bonds directly by the Committee including, but not limited to State of Alaska general obligation bonds, certificates of participation, Alaska International Airport System revenue bonds, Clean Water and Drinking Water revenue bonds or notes, lease revenue or lease purchase financings, and a master lease line of credit or other equipment lease purchase alternatives. Such bond and disclosure counsel services would include the review and drafting of the preliminary and final official statements and notices of sale and/or a bond purchase agreement as necessary, as well as the drafting of any special resolutions, authorizing resolutions, closing documents, any tax opinions and rendering of a final approving opinion as to the bonds. In addition, the selected firm may be asked to provide up to 40 hours of pro bono work per year for the provision of: (1) bond counsel services relating to the issuance of bonds by other state agencies, authorities, corporations, or municipalities, and (2) advice regarding proposed or existing federal or state legislation and regulations.

Selected bond and disclosure counsel will receive compensation directly from bond proceeds. At present there is no estimate of the amount of debt, or number of debt transactions that may be needed under this contract. Selected counsel will be required to provide legal services relating to transactions that commence after a contract is executed by the parties.

SEC. 1.02 BUDGET

LAW estimates a budget of between **\$600,000.00** and **\$800,000.00** dollars for completion of this project. Proposals priced at more than **\$800,000.00** will be considered non-responsive. The contract will be funded through bond proceeds. The contractor will be paid a flat fee per-bond according to a pre-agreed fee schedule, and only after the successful issuance of a bond. This contract does not pay by the hour. If the contractor provides bond counsel services that may not be related to a particular bond issue, compensation for such services shall be made on an hourly fee basis if approved in writing through the Department of Law.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **3:00 P.M.** prevailing Alaska Standard Time on **Friday, October 28, 2025** as indicated by postmark or email timestamp. Late proposals will not be considered.

SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements:

- Lead attorney being proposed must have at least five (5) years of experience with public bonds and must be licensed to practice in Alaska.

- A qualified firm must have completed at least five (5) total engagements as bond counsel for taxable and tax-exempt obligations issued by a state or state agency since January 1, 2020, either as sole bond counsel or issuer's bond and disclosure counsel on a municipal bond issuance.
- A qualified firm must currently provide bond counsel services to a state or state agency similar to the State of Alaska and provide confirmation of the same, including experience with tax-exempt bonds, arbitrage, taxable bonds, and any associated US Treasury regulations.

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

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should 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 proposal and exposure of offeror's proposals upon which award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

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

PROCUREMENT OFFICER: Jed Smith – PHONE: 907-465-4337 - EMAIL: jed.smith@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

Proposals must be submitted in PDF format by email. The technical proposal and cost proposal must be saved as separate PDF documents and emailed to 03Procurement@alaska.gov as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). The email must contain 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.

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 with enough time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror's responsibility to contact the issuing agency at 907-465-4337 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

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 before the deadline for receipt of proposals, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment will be provided to all who were notified of the RFP and to those who have registered with the procurement officer after receiving the RFP from the OPN.

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. 1.11 RFP SCHEDULE

RFP schedule set out herein represents the state'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 accordingly. All times are Alaska Standard Time.

ACTIVITY	TIME	DATE
Issue Date / RFP Released	2:00 P.M.	October 7, 2025
Deadline for Receipt of Proposals / Proposal Due Date	3:00 P.M.	October 28, 2025
Proposal Evaluations Complete		November 4, 2025
Notice of Intent to Award		November 5, 2025
Contract Issued		November 15, 2025

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

SEC. 1.12 PRE-PROPOSAL CONFERENCE

A pre-proposal will not be held for this solicitation, please submit all questions according to SEC 1.06.

SEC. 1.13 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. 1.14 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The State Bond Committee oversees the authorization, issuance and sale of State of Alaska debt issues, including but not limited to general obligation bonds, certificates of participation, Alaska International Airport System revenue bonds, Clean Water and Drinking Water revenue bonds or notes, lease revenue or lease purchase financings, and a master lease line of credit or other equipment lease purchase alternatives.

The Committee is comprised of the Commissioner of the Department of Commerce, Community and Economic Development (DCCED); the Commissioner of the Department of Revenue (DOR); and the Commissioner of the Department of Administration (DOA), or their respective delegates. The Committee is responsible for approving the timing and amount of state bond sales. Additionally, the Committee determines and reports to the Governor the amount of money needed to meet all bond obligations for the following calendar year, and the balance of the Alaska debt retirement fund or total commitments from the General Fund, when applicable. The Committee is also responsible for allocation of annual private activity bond volume limit within the state.

On November 6, 2012, the voters had authorized the issuance of approximately \$453.5 million of General Obligation Bonds for transportation projects (the "2012 Act"). Most recently, the State issued its remaining authority under the 2012 Act. Details can be found at <https://treasury.dor.alaska.gov/Debt-Management/Current-Financing.aspx>. With bonding authorization under the 2012 Act, the Committee approved multiple underlying debt issuances, including general obligation bond anticipation notes in 2013-2015, and the Series 2016A, 2016B, and 2020A Bonds. The Committee has also issued general obligation refunding bonds for advantageous debt service savings, including over \$350 million in par relating to Series 2023A, 2024A, 2024B and 2025A (forward delivery).

The State of Alaska has no authorized but unissued general obligation bonding authority, but the Legislature, Governor, and voters may consider future bonding authorizations under the Act. The State of Alaska monitors its debt portfolio for the potential issuance of refunding bonds when that issuance may result in advantageous savings to long-term borrowing costs of the State.

Over the last 24 months, the State and other issuers that receive authorization through the Committee have completed the following transactions:

The AIAS Series 2025A and 2025B (forward delivery) bonds priced on January 15, 2025, and included a tender offer and current refunding. Total issuance was \$117.96 million in par, which refunded the State AIAS Revenue bonds - Series 2016A, and 2016B with total principal for redemption of approximately \$135.87 million. The Series 2025A bonds closed on January 23, 2025, and the Series 2025B (forward delivery) bonds closed on July 8, 2025. The current and forward transactions resulted in approximately \$8.9 million in net present value savings. The Series 2025A bonds achieved a true interest cost of approximately 3.51% with final maturity on 10/1/2035, and the Series 2025B Bonds achieved a true interest cost of 3.84% with final maturity on 10/1/2035 (the final maturity of the

refunded bonds did not change). Additional savings were taken in final maturity years of the bonds to maintain general uniformity in aggregate annual debt service requirements of the AIAS.

The Matanuska-Susitna Borough's ("Mat-Su") issuance of the Mat-Su's State of Alaska Lease Revenue Refunding bonds Series 2025A and 2025B (forward delivery) priced on March 11, 2025, and included a tender offer, current refunding and forward delivery component. The total issuance was \$99.46 million in par to refund the Mat-Su's State Lease Revenue Refunding bonds Series 2015, with total principal for redemption of approximately \$104.39 million. The Series 2025A bonds closed on March 20, 2025, and the Series 2025B (forward delivery) bonds closed on June 4, 2025. Total gross savings of the current and forward transaction resulted in approximately \$6.0 million in net present value savings. The Series 2025A bonds achieved a true interest cost of approximately 3.104% with final maturity on 9/1/2032, and the Series 2025B bonds achieved a true interest cost of 3.239% with final maturity on 9/1/2032 (the final maturity of the refunding bonds did not change in comparison to the refunded bonds). The resulting changes were incorporated and recorded in the revised lease purchase agreement for the Goose Creek Correctional Center.

The Series 2024B and 2025A (forward delivery) General Obligation bonds priced on August 6, 2025, and included a tender offer and current refunding. The transaction included the issuance of \$190.43 million in par to refund the State's General Obligation bonds - Series 2015B, 2016A, and 2016B with total principal redemption of approximately \$203.9 million. The Series 2024B bonds closed on August 15, 2024, and the Series 2025A (forward delivery) bonds closed on May 6, 2025. Total gross savings of the current and forward transaction resulted in approximately \$19.5 million in gross savings, with net present value savings of \$16.5 million. The Series 2024B bonds achieved a true interest cost of approximately 2.816% with final maturity on 8/1/2035, and the Series 2025A bonds achieved a true interest cost of 3.205% with final maturity on 8/1/2035 (the final maturity of the refunded bonds did not change, with general uniformity of savings on a fiscal year basis).

The Series 2024A General Obligation Refunding bonds priced on May 15, 2024, and closed on June 4, 2024, with \$110.08 million in par that refunded all of the State's Series 2010A General Obligation bonds (Build America Bonds) for gross savings of approximately \$4.5 million, and net present value savings of approximately \$4 million. The Series 2024A bonds achieved a true interest cost of approximately 3.032% with final maturity in 8/1/2033 (there was no extension to the final maturity date compared to the refunded Series 2010A bonds).

As of September 12, 2025, State of Alaska general obligation debt was rated "Aa2" with a stable outlook from Moody's Investors Service, Inc., "AA" with a stable outlook from S&P Global Ratings, "AA+" with a stable outlook from Kroll Bond Rating Agency, and "AA-" with a stable outlook from Fitch Ratings.

As of September 12, 2025, AIAS revenue bonds were rated "Aa3" with a stable outlook from Moody's Investors Service, Inc.

Certain details on outstanding state debt can be found at <https://www.munios.com/>.

SCOPE OF WORK & CONTRACT INFORMATION

SEC. 2.02 SCOPE OF WORK

The selected firm will provide legal services in support of the activities of the State Bond Committee, including bond and disclosure counsel services.

The Department of LAW soliciting proposals for BOND AND DISCLOSURE COUNSEL. This RFP may result in more than one contract.

Bond counsel will review, prepare, and partially draft the preliminary and final official statements and notices of sale as well as draft special resolutions, authorizing resolutions, all required closing documents, and tax opinions and also render final approving opinions.

Bond Counsel will be available to participate in meetings related to Executive Branch suggested or request for alternatives to financing State debt structures or alternatives.

Bond Counsel will review and provide comments on bills proposed in the Alaska Legislature that would authorize State debt.

Bond Counsel will provide updates on current SEC, MSRB, GASB, or other rulemaking entity's updates related to existing or potential debt issues of the State.

Bond Counsel will review and as needed provide comment on all State Bond Committee meeting material.

Bond Counsel will be available to discuss and assist in the defense of any authorized State debt issuance from any legal challenge.

Selected counsel will only receive compensation directly from bond proceeds. Selected counsel will be required to provide legal service relating to transactions that commence after a contract is executed by the parties.

SEC. 2.03 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately December 1, 2025, for approximately five (5) years until completion, approximately November 30, 2030.

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

SEC. 2.04 DELIVERABLES

The contractor will be required to provide the following deliverables:

1. preparation and submission of the bond resolution, special resolution, authorizing resolution and/or a trust indenture or trust agreement for consideration by the Committee after examination of the underlying proceedings for the authorization of state debt;

2. reviewing, preparing, and partial drafting of preliminary and final official statements or other necessary statements issued to describe the debt obligations and project or projects to be financed; bond and disclosure counsel shall exercise due diligence in this regard but only with respect to those portions of the statement about which bond counsel has knowledge or expertise;
3. preparation of any security documents such as escrow or lease agreement;
4. preparation of all documents necessary to sell the debt whether at public or private sale, including disclosure documents, the notice of sale and any bond purchase agreements, when applicable;
5. preparation of all documents necessary to establish the tax-exempt status of the debt, including the non-arbitrage certificate and instructions required to comply with rebate of arbitrage earnings;
6. preparation of all closing documents, documents necessary for delivery of the debt, and other proofs as to the validity of the debt including the final approving opinion;
7. attendance, if requested, at all conferences and meetings of the Committee, its staff, its financial advisor, and others held in connection with the issuance of debt including the meeting at which the sale of the debt is authorized and the official statement, request for proposals or other financing documents approved for distribution;
8. attendance at the closing of the sale of the debt;
9. informing the Committee as to the contents of, and requirements to adopt, all legal documents necessary in connection with the authorization, sale, and delivery of the debt; selected counsel shall prepare drafts of said documents in a timely fashion for consideration by the Committee as necessary to meet the time schedule for the authorization, sale and delivery of the debt; and
10. advice, preparation for, or representation on litigation or other administrative proceedings when related to a particular debt issue;
11. provide updates on current SEC, MSRB, GASB, or other rulemaking entity's updates related to existing or potential debt issues of the State.
12. be available to discuss and assist in the defense of any authorized State debt issuance from any legal challenge
13. review and provide comments on bills proposed in the Alaska Legislature that would authorize State debt and be available to participate in meetings related to Executive Branch suggested or request for alternatives to financing State debt structures;
14. such other work related to the debt as required by the Committee.

(PLEASE NOTE: As the terms are used in this RFP, debt and debt issue are defined as and only as general obligation bonds, all revenue bonds, bond anticipation notes, revenue anticipation notes, lease/purchase

financing obligations, and other legal agreements supporting debt or related to paying for debt, including refunding bonds or obligations.)

B. Selected counsel is also requested to provide up to 40 hours of pro bono services which shall generally be defined as work not directly related to a particular debt issue and shall include but not be limited to:

1. advice on state and federal legislation and regulation, including bills authorizing or having a potential effect on state indebtedness;
2. advice relating to the issuance of debt by other state agencies, authorities, corporations, or municipalities;
3. advice and assistance relating to any legal issues or inquiries concerning state indebtedness, including the defense of any authorized State debt issuance from legal challenges;
4. preparation and submission to the Committee for its consideration of any documents necessary for the authorization, issuance, and sale of state guaranteed bonds;
5. preparation and submission to the Committee for its consideration of any documents necessary for the authorization, issuance, and sale of debt by a regional resource development authority or for the utilization of any part of the private activity bond cap by any issuer

SEC. 2.05 CONTRACT TYPE

This contract is a fixed price contract. Contractor will be paid a flat fee per-bond according to pre-agreed fee schedule, and only after the successful issuance of a bond. This contract does not pay by the hour.

SEC. 2.06 PROPOSED PAYMENT PROCEDURES

FOR BOND ISSUANCES: Upon bond issuance, contractor must submit an invoice detailing the bond title, date of release and fee amount so contract authority may be reduced accordingly. Payment will be on an as-needed basis based upon bond issuance at the flat rates (by bond type) contained in the contractor's proposal. Rates are fixed for the duration of the contract unless otherwise agreed to under Section 2.08.

SEC. 2.07 CONTRACT PAYMENT

No payment will be made until the contract and invoice are approved by the Attorney General of the Department of LAW or the Attorney General's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing to the location(s) specified in the agreement. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

Any single contract payment of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

SEC. 2.08 CONTRACT PRICE ADJUSTMENTS

Contract prices will remain firm through the initial contract period.

The Contractor or State may request price adjustments, no sooner than 12 months from the Contract execution date, and no more than once per contract year. Contractors must submit a request to the State at least thirty (30) days prior to the end of the current term. All Requests must be in writing and must be received 30 days prior to the Contract renewal date.

- a. If the Contractor or State fail to request a price adjustment 30 days prior to the Contract renewal date, no price adjustment will be made for the ensuing year.
- b. Price adjustments will only take affect after written approval by contractor and State.
- c. Approval for all price increases is dependent upon full compliance with the terms of the Contract including reporting requirements.

SEC. 2.09 LOCATION OF WORK

The location(s) the work is to be performed, completed, and managed within the United States.

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

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

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

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

SEC. 2.10 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.11 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.12 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 2.13 F.O.B. POINT

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

SEC. 2.14 CONTRACT PERSONNEL

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

SEC. 2.15 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 2.16 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

The contractor will not commence additional work until the procurement officer has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Department of Law's respective designee.

SEC. 2.17 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 it 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: attorney client privileged information, attorney work product, 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 at laFH Redline 9-22-25)st 30 days to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

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

SEC. 2.18 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.

SEC. 2.19 INSURANCE REQUIREMENTS

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 procurement 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.

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.

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.

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.

Professional Liability Insurance: covering all errors, omissions, or negligent acts in the performance of professional services under this agreement. Minimum required limit for this agreement is \$5,000,000 per Claim/Annual Aggregate.

SEC. 2.20 TERMINATION FOR DEFAULT

- a. If the Project Director or Procurement Officer determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all the remaining work.
- b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 7. ATTACHMENTS**.

SECTION 3. PROPOSAL FORMAT AND CONTENT

SEC. 3.01 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.

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

SEC. 3.02 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; and
- G. that the offers will remain open and valid for at least 90 days.

If any offeror fails to comply with [a] through [g] 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 or the firm has any past or active cases against the state) and, if so, the nature of that conflict. The procurement officer 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 contract to be performed by the offeror.

(e) FEDERAL REQUIREMENTS

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

SEC. 3.03 EXPERIENCE AND QUALIFICATIONS

Offerors must provide five (5) total examples of the firm's experience serving as sole bond counsel or bond and disclosure counsel for taxable and/or tax-exempt obligations issued by a state or state agency since January 1, 2020. Provide whether the firm acted as sole bond counsel or bond and disclosure counsel on the municipal bond issuances. The following information must be included:

- Name of Issuer
- Name of the Issue
- Sale date
- Size of the Issue
- Type of Issue
- Method of Sale
- Firm's Role in the transaction

Offerors must provide one (1) confirmation of bond counsel services currently being provided to a state or state agency similar to the State of Alaska, including experience with tax-exempt bonds, arbitrage, taxable bonds, and any associated US Treasury regulations. The following information must be included:

- Name of Issuer
- Firm's Role with the Issuer

Offerors must identify any lawsuits or claims against the firm for bond service work over the last 5 years and include the parties, court and jurisdiction, docket number, if applicable, and amount of any judgment or settlement.

SEC. 3.04 ORGANIZATION AND RESOURCES

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the lead attorney responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- title,
- resume,
- location(s) where work will be performed,
- written confirmation of licenses necessary to practice in Alaska.

SEC. 3.05 LEAD ATTORNEY AND PROJECT PERSONNEL

Offerors must provide comprehensive narrative statements that detail the responsibilities of, percentage of time, and the individuals who will be the lead attorney and lead tax attorney.

SEC. 3.06 COST PROPOSAL

Offerors must complete the Cost Proposal form, included with this RFP as Attachment 1. This is a fee for service contract using flat rates for different types of bond issuances. Offerors must complete and submit this Submittal Form. The proposed fixed costs must include all direct and indirect costs associated with the performance of the contract. The costs identified on the cost proposal (fee schedule for the certain types of bond transaction)s are the total amount of costs to be paid by the state. No additional charges shall be allowed. If the contractor provides bond and disclosure counsel services that may not be related to a particular bond issue, compensation for such services shall be made on an hourly fee basis if approved in writing through the Department of Law.

The offeror must also provide a breakdown of hourly rates assigned to each person potentially working on the project. Hourly rates will not be used for evaluation purposes.

SEC. 3.07 EVALUATION CRITERIA

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

SECTION 4. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1000

SEC. 4.01 SUMMARY OF EVALUATION PROCESS

The state will use the following steps to evaluate and prioritize proposals:

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate the Technical portion of all responsive proposals.
- 3) Each responsive Technical Proposal will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the proposals based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 4.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 4.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

SEC. 4.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: 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.

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria	Weight
Experience and Qualifications	400
Firm Organization and Resources	100
Lead Attorney and Key Project Personnel	100
Total	600

Cost Criteria	Weight
---------------	--------

Cost Proposal	300
Total	300

Preference Criteria	Weight
Alaska Offeror Preference (if applicable)	100
Total	100

TOTAL EVALUATION POINTS AVAILABLE: 1000

SEC. 4.03 SCORING METHOD AND CALCULATION

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in Sections 4.04 through 4.07 and assign a single score of 1 through 10, with 10 representing the highest score and 1 representing the lowest score. Using only whole numbers, PEC members should start with a score of 5 on each section. The score may either increase or decrease depending on the offeror's response to each question for that section. As an example, if the Offeror provided responses over and above the evaluation questions in a section, they would receive a higher score. However, if the Offeror's response fails to address all questions of a section or demonstrates some lack of understanding or competency as it relates to a question for that section, the Offeror would then receive a lower score.

After the PEC has scored, the scores for each section will be totaled and the following formula will be used to calculate the total amount of points awarded for each section:

$$\frac{\text{Offeror Total Score}}{\text{Highest Total Score Possible}} \times \text{Max Points} = \text{Points Awarded}$$

Example (Max Points for the Section = 100):

	PEC Member 1 Score	PEC Member 2 Score	PEC Member 3 Score	PEC Member 4 Score	Combined Total Score	Points Awarded
Offeror 1	10	5	5	10	30	75
Offeror 2	5	5	5	5	20	50
Offeror 3	10	10	10	10	40	100

Offeror 1 was awarded 75 points:

Offeror Total Score (30)

_____ x Max Points (100) = Points Awarded (75)

Highest Total Score Possible (40)

Offeror 2 was awarded 50 points:

Offeror Total Score (20)

_____ x Max Points (100) = Points Awarded (50)

Highest Total Score Possible (40)

Offeror 3 was awarded 100 points:

Offeror Total Score (40)

_____ x Max Points (100) = Points Awarded (100)

Highest Total Score Possible (40)

SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (40%)

Proposals will be evaluated against the criteria set out below as well as the information required in Section 3.03 hereof:

- 1) Offerors will answer the following questions to demonstrate the firm's experience and understanding of bonds and other financial instruments and the timely issues affecting them:
 - a) Provide specific information with regard to the firm's understanding, knowledge of, and experience with bonds, including general obligation bonds, revenue bonds, lease financing obligations, revenue and bond anticipation notes, refunding bonds, State guaranteed and qualified veterans mortgage bonds, and ESG or tax credit options issued by:
 - I. the State of Alaska,
 - II. State Agencies,
 - III. municipal subdivisions of the state, and
 - IV. other states.
 - b) Describe how your firm stays apprised of existing and ongoing rules and initiatives of the SEC and Municipal Securities Rulemaking Board. Are there potential initiatives we should be aware of and taking steps to prepare to comply with?
 - c) Please provide your firm's understanding and experience with USDOT's TIFIA loan program.
 - d) Please provide your firm's understanding and experience with the State's school debt reimbursement program. What if any changes would you propose?
 - e) Describe your firm's involvement with and understanding of any other innovative borrowing programs or structures that State law would allow and which there may be benefit through its consideration.
 - f) Describe the process in Alaska to authorize a state financing for the lease-purchase of real property which is subject to appropriation, and how your firm would structure such a financing.

- g) Describe the process in Alaska to authorize a state financing for the lease-purchase of equipment which is subject to appropriation, and how your firm would structure such a financing.

SEC. 4.05 FIRM ORGANIZATION & RESOURCES (10%)

Proposals will be evaluated against the criteria set out below:

- 1) A detailed discussion of the firm's ownership, headquarters, branch or affiliate offices and length of time in business.
- 2) A detailed discussion of the firm's structure, size and capabilities/quantities available in terms of personnel and equipment.
- 3) Discuss the firm's ability to evaluate the effectiveness of its service and monitor its cumulative costs and fees associated with each matter that may be assigned to the firm.
- 4) Identify any distinct and substantive qualifications for undertaking the proposed contract, such as the availability of specialized equipment, awards and recognition received for similar services or special approaches or concepts relevant to the required services.
- 5) Describe the firm's proposed organization of responsibilities, work plan, and approach in providing bond and disclosure counsel services on behalf of the State Bond Committee.

SEC. 4.06 LEAD ATTORNEY AND KEY PROJECT PERSONNEL (10%)

Proposals will be evaluated against the criteria set out below:

- 1) Describe the responsibilities of, percentage of time, and the individual who will be the lead attorney (i.e., individual who will be working most directly with state debt manager and other debt management and Department of Law personnel and will have responsibility for assigning projects to other key project personnel);
- 2) Describe the responsibilities of, percentage of time and the individual who will serve as lead tax attorney (i.e., individual who will be responsible for providing guidance and opinion on tax exemption issues);
- 3) Please include at least three references with phone numbers for which your firm has served as sole bond counsel or bond and disclosure counsel for the lead and tax counsels proposed for the project. Provide information regarding specific and relevant duties and assignments on similar past projects and the extent of responsibilities for each attorney proposed. Lists of assignments or projects are not useful unless the individual's specific and relevant duties and responsibilities are identified.

SEC. 4.07 CONTRACT COST (30%)

The cost proposal shall consist of: (1) a rate sheet of fixed fees, all inclusive of discovery fees where applicable, for bond and disclosure counsel services related to: general obligation bonds; bond anticipation notes; revenue bonds; revenue anticipation notes (including tax and grant anticipation notes); and (2) sample bonds pricing for the purposes of proposal evaluation only to which you will apply your fixed fee schedule. The sum of all sample bonds will serve as the proposal cost amount for the purpose of scoring.

- 1) General Obligation #1 initial issuance of \$200 million, and three subsequent annual issuances of \$75 million for a total of \$425 million (i.e. year one - \$200 million State of Alaska GO bond issuance, year two - \$75 million, year three - \$75 million, year four - \$75 million).
- 2) General Obligation #2 initial issuance of \$100 million, and four (4) subsequent annual issuances of \$50 million for a total of \$300 million (i.e. year one - \$100 million State of Alaska GO bond issuance, year two - \$50 million, year three - \$50 million, year four - \$50 million, year five - \$50 million).
- 3) Bond Anticipation notes #1 initial issuance of \$200 million for a one-year note, and one subsequent one year note in the amount of \$75 million.
- 4) Bond Anticipation notes #2 initial issuance of \$100 million for a one-year note, and two subsequent one-year notes in the amount of \$60 million.
- 5) Alaska International Airports System Enterprise Revenue Bonds #1, an issuance of \$125 million for new money revenue bonds.
- 6) Alaska International Airports System Enterprise #2, \$250 million in revenue and refunding bonds (an initial issuance of \$150 million for new money and \$100 million in refunding bonds).
- 7) Revenue Anticipation notes #1 initial issuance of \$500 million for one-year notes, \$500 million for nine-month notes, and \$500 million for six-month notes all issued in the same fiscal year and due August 1 of the subsequent fiscal year.
- 8) Annual Clean Water and Drinking Water bond anticipation note. The State conducts an annual overnight borrowing by issuing bond anticipation notes for the Alaska Clean Water and Drinking Water Funds. This issuance has typically been in the \$3 to \$5 million range, is not tax-exempt and is issued only for the purpose of obtaining match dollars to receive additional federal grants. The flat fee for providing enacting and closing documents for this annual issuance may not exceed \$10,000.
- 9) Master Lease line of credit. The state maintains a master lease line of credit for financing the purchase of equipment. The average activity in this program has been approximately one entry per-year. The flat fee for providing enacting and closing documents on an entry into the program may not exceed \$10,000.

PLEASE NOTE: As stated previously, bond and disclosure counsel will only receive compensation for services related to a particular debt issuance or for services related to litigation or administrative proceedings arising from bond holder or bond service disputes. Certain services performed under a contract resulting from this RFP will be provided on a gratis basis.)

Overall, a minimum of **30%** of the total evaluation points will be assigned to cost. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

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

Example (Max Points for Contract Cost = 300):

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 30% of the available 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 300 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, 300 points.

Offeror #2 receives 280.7 points.

$\$40,000 \text{ lowest cost} \times 300 \text{ maximum points for cost} = 12,000,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 280.7$

Offeror #3 receives 252.6 points.

$\$40,000 \text{ lowest cost} \times 300 \text{ maximum points for cost} = 12,000,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 252.6$

SEC. 4.08 ALASKA OFFEROR PREFERENCE (10%)

Per 2 AAC 12.260, 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, which will be added to the offeror's overall evaluation score.

Example:

Step 1

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

$1000 \text{ Total Points Available in RFP} \times 10\% \text{ Alaska Offeror preference} = 100 \text{ Points for the preference}$

Step 2

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

Offeror #1	830 points	No Preference	0 points
Offeror #2	740 points	Alaska Offeror Preference	100 points
Offeror #3	800 points	Alaska Offeror Preference	100 points

Step 3

Add the applicable Alaska Offeror preference amounts to the offerors' scores:

Offeror #1 830 points

Offeror #2 840 points (740 points + 100 points)

Offeror #3 900 points (800 points + 100 points)

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

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 INFORMAL DEBRIEFING

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

SEC. 5.02 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 Preference 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. 5.03 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. 5.04 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. 5.05 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. 5.06 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

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

SEC. 5.07 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 via remote meetings.

SEC. 5.08 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 state may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

SEC. 5.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror selected for award.

SEC. 5.10 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. 5.11 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, 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 following website:

[Application Of Preferences](#)

- 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. 5.12 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 Certification Form

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference

SEC. 5.13 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.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 5.14 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached with the RFP for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

- 1) Identify the provision that the offeror takes exception with.
- 2) Identify why the provision is unjust, unreasonable, etc.

- 3) Identify exactly what suggested changes should be made.

SEC. 5.15 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the RFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

SEC. 5.16 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 5.17 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 5.18 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: <https://www.state.gov/trafficking-in-persons-report/>

Failure to comply with this requirement will cause the state to reject the proposal as non-responsive or cancel the contract.

SEC. 5.19 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 counteroffer 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 State reserves the right to refrain from making an award if it determines that it is not in the best interest of the State.

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

SEC. 5.20 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 5.21 DISCLOSURE OF PROPOSAL CONTENTS

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

SEC. 5.22 ASSIGNMENT

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

SEC. 5.23 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this RFP are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, 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 RFP, 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.

SEC. 5.24 DISPUTES

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

SEC. 5.25 SEVERABILITY

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

SEC. 5.26 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.08 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

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

SEC. 5.27 SOLICITATION ADVERTISING

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

SEC. 5.28 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase

or decrease in the contract price and shall take appropriate action as directed by the procurement officer.

- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Cost Proposal
- 2) Standard Agreement Form with Appendices A, B, C, and D
- 3) Alaska Bidder Preference Form