



August 21, 2014

**Alaska Energy Authority (AEA)
Hereafter the "Authority"
813 West Northern Lights Boulevard
Anchorage, AK 99503-2495**

**Request for Proposals
RFP Number 15028
DOA #2015-0800-2758**

Bulk Fuel Storage Facilities Inventory and Assessment

If you downloaded this solicitation from the AIDEA/AEA Procurement Website, you must register on-line to receive subsequent addenda. Failure to register may adversely affect your proposal. To be registered, go to the AIDEA/AEA Procurement website, find this solicitation and click the link "Plan Holders Registration" and fill out all the fields. The Authority may provide periodic e-mail notices regarding addenda or clarifications regarding this solicitation to those companies who register.

All addenda and other notices will be posted and available on the AIDEA/AEA Procurement web site <http://www.aideaaeaprocurement.org/>.

It is the Offeror's responsibility to insure that all addenda affecting this RFP are received.

TABLE OF CONTENTS

SECTION ONE INTRODUCTION AND INSTRUCTIONS.....5

1.01 RETURN MAILING ADDRESS, CONTACT PERSON, TELEPHONE, FAX NUMBERS AND DEADLINE FOR RECEIPT OF PROPOSALS5

1.02 CONTRACT TERM AND WORK SCHEDULE5

1.03 PURPOSE OF THE RFP5

1.04 BUDGET6

1.05 LOCATION OF WORK.....6

1.06 HUMAN TRAFFICKING.....6

1.07 ASSISTANCE TO OFFERORS WITH A DISABILITY.....6

1.08 REQUIRED REVIEW.....6

1.09 QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS6

1.10 ADDENDA7

1.11 ALTERNATE PROPOSALS7

1.12 RIGHT OF REJECTION7

1.13 STATE NOT RESPONSIBLE FOR PREPARATION COSTS7

1.14 DISCLOSURE OF PROPOSAL CONTENTS.....7

1.15 SUBCONTRACTORS.....8

1.16 JOINT VENTURES8

1.17 OFFEROR'S CERTIFICATION8

1.18 CONFLICT OF INTEREST.....8

1.19 RIGHT TO INSPECT PLACE OF BUSINESS9

1.20 SOLICITATION ADVERTISING.....9

1.21 NEWS RELEASES9

1.22 ASSIGNMENT.....9

1.23 DISPUTES.....9

1.24 SEVERABILITY9

1.25 FEDERAL REQUIREMENTS9

SECTION TWO STANDARD PROPOSAL INFORMATION9

2.01 AUTHORIZED SIGNATURE9

2.02 PRE-PROPOSAL CONFERENCE.....9

2.03 SITE INSPECTION9

2.04 AMENDMENTS TO PROPOSALS.....10

2.05 SUPPLEMENTAL TERMS AND CONDITIONS.....10

2.06 CLARIFICATION OF OFFERS.....10

2.07 DISCUSSIONS WITH OFFERORS.....10

2.08 PRIOR EXPERIENCE.....10

2.09 EVALUATION OF PROPOSALS11

2.10 VENDOR TAX ID.....11

2.11 F.O.B. POINT.....11

2.12 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES.....11

2.13 APPLICATION OF PREFERENCES11

2.14 5 PERCENT ALASKA BIDDER PREFERENCE AS 36.30.321(A), AS 36.30.990[25], & 2 AAC 12.260.....12

2.15 5 PERCENT ALASKA VETERAN PREFERENCE AS 36.30.321(F).....12

2.16 FORMULA USED TO CONVERT COST TO POINTS AS 36.30.250 & 2 AAC 12.260.....12

2.17 CONTRACT NEGOTIATION.....13

2.18 FAILURE TO NEGOTIATE13

2.19 NOTICE OF INTENT TO AWARD (NIA) — OFFEROR NOTIFICATION OF SELECTION.....13

2.20 PROTEST.....13

3. SECTION THREE STANDARD CONTRACT INFORMATION14

3.01 CONTRACT TYPE14

3.02 CONTRACT APPROVAL.....14

3.03 STANDARD CONTRACT PROVISIONS 14

3.04 PROPOSAL AS A PART OF THE CONTRACT 14

3.05 ADDITIONAL TERMS AND CONDITIONS AS REQUIRED 14

3.06 INSURANCE REQUIREMENTS 14

3.07 BID BOND - PERFORMANCE BOND - SURETY DEPOSIT 14

3.08 CONTRACT FUNDING 15

3.09 PROPOSED PAYMENT PROCEDURES 15

3.10 CONTRACT PAYMENT 15

3.11 INFORMAL DEBRIEFING 15

3.12 CONTRACT PERSONNEL 15

3.13 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES 15

3.14 TERMINATION FOR DEFAULT 15

3.15 LIQUIDATED DAMAGES 15

3.16 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS 16

3.17 CONTRACT INVALIDATION 16

3.18 NONDISCLOSURE AND CONFIDENTIALITY 16

4. SECTION FOUR BACKGROUND INFORMATION 17

4.01 BACKGROUND INFORMATION 17

5. SECTION FIVE SCOPE OF WORK 17

5.01 PROJECT PURPOSE AND GOALS 17

6. SECTION SIX PROPOSAL FORMAT AND CONTENT 19

6.01 PROPOSAL FORMAT AND CONTENT 19

6.02 INTRODUCTION 19

6.03 UNDERSTANDING OF THE PROJECT 19

6.04 METHODOLOGY USED FOR THE PROJECT 19

6.05 WORKLOAD AND RESOURCES 19

6.06 PROPOSED SCHEDULE 20

6.07 EXPERIENCE AND QUALIFICATIONS 20

6.08 COST PROPOSAL 20

6.09 EVALUATION CRITERIA 21

7. SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION 22

7.01 UNDERSTANDING OF THE SCOPE OF SERVICES (10 PERCENT) 22

7.02 METHODOLOGY USED FOR THE PROJECT (10 PERCENT) 22

7.03 WORKLOAD & RESOURCES (10 PERCENT) 22

7.04 PROPOSED SCHEDULE (20 PERCENT) 22

7.05 PERSONNEL AND FIRM EXPERIENCE AND QUALIFICATIONS (10 PERCENT) 22

7.06 CONTRACT COST (40 PERCENT) 23

8. SECTION EIGHT ATTACHMENTS 23

8.01 ATTACHMENTS 23

9. APPENDIX A GENERAL PROVISIONS AND STANDARD CONTRACT TERMS 33

ARTICLE 1 DEFINITIONS 33

ARTICLE 2 INSPECTION AND REPORTS 33

ARTICLE 3 DISPUTES 33

ARTICLE 4 EQUAL EMPLOYMENT OPPORTUNITY 33

ARTICLE 5 TERMINATION 34

ARTICLE 6 NO ASSIGNMENT OR DELEGATION 34

ARTICLE 7 NO ADDITIONAL WORK OR MATERIAL 34

ARTICLE 8 INDEPENDENT CONTRACTOR 34

ARTICLE 9 PAYMENT OF TAXES 34

ARTICLE 10 OWNERSHIP OF DOCUMENTS 35

ARTICLE 11 GOVERNING LAW 35

ARTICLE 12	CONFLICTING PROVISIONS	35
ARTICLE 13	OFFICIALS NOT TO BENEFIT	35
ARTICLE 14	COVENANT AGAINST CONTINGENT FEES.....	35
ARTICLE 15	CONTRACT FOR SIMILAR SERVICES	35
ARTICLE 16	REVIEW OF APPLICATIONS	35
ARTICLE 17	CONFLICT OF INTEREST	35
ARTICLE 18	SUBCONTRACTORS	36
ARTICLE 19	INTEGRATION	36
10.	APPENDIX B INDEMNIFICATION & INSURANCE	37

SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Offerors must submit **four (4) hard copies of their proposal and one electronic copy in PDF or MS Word format on a CD or USB drive** to the Issuing Office, in a sealed envelope(s). 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:

AEA
Attention: **Michele Hope**
Request for Proposal (RFP) Number: **15028**
DOA #2015-0800-2758
Project name: **Bulk Fuel Storage Facilities Inventory and Assessment**
MAILING 813 West Northern Lights Boulevard
Anchorage, AK 99503-2495

Proposals must be received no later than 2:00 P.M., Alaska Time on September 11, 2014. Faxed, emailed, or oral proposals are not acceptable.

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.

CONTRACTING OFFICER: **Michele Hope** – PHONE **907-771-3036** - FAX **907-771-3044**

The State of Alaska provides one Request for Proposal (RFP). Additional RFPs may be purchased for the cost of reproduction, \$.25 per page. The RFP document is available online at <http://www.aideaaeaprocurement.org/>.

1.02 Contract Term and Work Schedule

The contract term and work schedule set out herein represents the Authority' best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

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

The approximate contract schedule is as follows:

The contract term will be from date of award through December 15, 2014. The Authority reserves the option to add additional work (prior to contract expiration) to the contract, and to extend the contract on a month to month basis.

1.03 Purpose of the RFP

The Alaska Energy Authority (hereafter known as The Authority), in order to comply with the requirements of 3 AAC 108.110 to provide for a current evaluation of rank and deficiencies for bulk fuel storage facility upgrades, will solicit proposals from qualified Proposers to complete a Bulk Fuel Storage Facility Inventory and Assessment. The purpose of the contract(s) resulting from this solicitation is to gather required data, by the means of site visits, to assure a complete and accurate record of the inventory and condition of rural Alaskan bulk fuel storage facilities. This will enable a thorough evaluation and ranking of the storage facilities to assist the Authority in

determining the priority of projects. For the purpose of this RFP, the facilities to be assessed have been divided into four hubs (see Attachment A), each containing multiple communities requiring an Assessment and Inventory.

1.04 Budget

The contracts established as a result of this solicitation will be established by hub. The total funds available for all hubs is between \$175,000 and \$250,000

1.05 Location of Work

The Contractor shall gather information statewide from various village bulk fuel storage facilities. The Contractor shall also participate in meetings in Anchorage with AEA staff.

The Authority **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 Contracting 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 this requirement or to obtain a waiver may cause the state to reject the proposal as non-responsive, or cancel the contract.

1.06 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/g/tip/>

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

1.07 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 Contracting Officer no later than ten days prior to the deadline for receipt of proposals.

1.08 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 Contracting Officer at least ten days before the proposal opening. This will allow 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 Contracting Officer, in writing, at least ten days before the time set for opening.

1.09 Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the issuing office, addressed to the Contracting 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 Contracting Officer will make that decision.

1.10 Addenda

If addenda is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the Contracting Officer after receiving the RFP from the State of Alaska Online Public Notice web site.

1.11 Alternate Proposals

Offerors may only submit one (1) 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.

1.12 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 Contracting 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 Contracting 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 Contracting Officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.
A proposal from a debarred or suspended offeror shall be rejected.

1.13 State Not Responsible for Preparation Costs

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

1.14 Disclosure of Proposal Contents

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

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

1.15 Subcontractors

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

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

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence that the subcontractor holds a valid Alaska business license; and
- (f) a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

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

1.16 Joint Ventures

Joint ventures will not be allowed.

1.17 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.

1.18 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 Chief Contracting 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 program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

1.19 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.

1.20 Solicitation Advertising

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

1.21 News Releases

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

1.22 Assignment

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

1.23 Disputes

Any dispute arising out of this agreement will be resolved under the laws of the State of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for the State of Alaska.

1.24 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.

1.25 Federal Requirements

This is a Denali Commission funded project; therefore, Federal requirements are applicable to this solicitation.

SECTION TWO STANDARD PROPOSAL INFORMATION

2.01 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 opening date.

2.02 Pre-proposal Conference

A non-mandatory pre-proposal conference is scheduled for 2:00 p.m. Thursday, August 28, 2014 in the AIDEA/AEA Boardroom located at 813 West Northern Lights Blvd., Anchorage Alaska. This meeting will be available by teleconference by calling 1-888-585-9008 and the room number is 789-295-032.

2.03 Site Inspection

None.

2.04 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.

2.05 Supplemental Terms and Conditions

Proposals must comply with Section 1.11 **Right of Rejection**. However, if THE AUTHORITY fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the AUTHORITY' rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

2.06 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the Contracting 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 Contracting officer or the PEC may be adjusted as a result of a clarification under this section.

2.07 Discussions with Offerors

THE AUTHORITY 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 Contracting officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the Contracting officer. Discussions, if held, will be after initial evaluation of proposals by the Contracting officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the Contracting 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 Contracting 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.

2.08 Prior Experience

Offeror's who are interested in responding to this solicitation must demonstrate in their proposal they meet the following minimum requirements:

1. Offeror shall be in compliance with 2.12 Alaska Business License
2. demonstrated experience in conducting bulk fuel storage facility assessments, gathering related data and establishing inventory lists of bulk fuel equipment;
3. demonstrated ability to work with the various villages as listed within the hubs the Offeror is applying for;
4. proven familiarity with recognized codes and standards for bulk fuel storage facilities in rural Alaska;
5. a track record of successfully producing condition reports on rural Alaskan infrastructure.

Except as noted, the Proposers may meet these requirements through the use of qualified employees of the Offeror or through subcontractors. An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

2.09 Evaluation of Proposals

The Contracting officer, or an evaluation committee made up of at least three Authority employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section SEVEN of this RFP.

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.

2.10 Vendor Tax ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the Authority's request.

2.11 F.O.B. Point

Does not apply to this proposal.

2.12 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, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

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

2.13 Application of Preferences

N/A Federal Funding.

2.14 5 Percent Alaska Bidder Preference AS 36.30.321(a), AS 36.30.990[25], & 2 AAC 12.260

N/A Federal Funding

2.15 5 Percent Alaska Veteran Preference AS 36.30.321(f)

N/A Federal Funding

2.16 Formula Used to Convert Cost to Points AS 36.30.250 & 2 AAC 12.260

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 through the method set out below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular RFP. See section SEVEN to determine the value, or weight of cost for this RFP.

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

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

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

[STEP 2]

Convert cost to points using this formula.

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

The RFP allotted 40% (40 points) of the total of 100 points for cost.

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.

$$\begin{array}{ccccccccc} \$40,000 & \times & 40 & = & 1,600,000 & \div & \$42,750 & = & 37.4 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#2} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application of All Applicable Preferences} & & \end{array}$$

Offeror #3 receives 33.7 points.

$$\begin{array}{ccccccccc} \$40,000 & \times & 40 & = & 1,600,000 & \div & \$47,500 & = & 33.7 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#3} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & & & \end{array}$$

2.17 Contract Negotiation

2 AAC 12.315 CONTRACT NEGOTIATIONS After final evaluation, the Contracting 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 a conference room at the Authority, 813 West Northern Lights Boulevard, Anchorage AK 99503 or by telephone.

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

2.19 Notice of Intent to Award (NIA) — Offeror Notification of Selection

After the completion of contract negotiation the Contracting 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.

2.20 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 Contracting 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 Contracting officer within ten days after the date the Notice of Intent to Award the contract is issued.

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

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

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

The Contracting officer will issue a written response to the protest. The response will set out the Contracting 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 Contracting officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SECTION THREE STANDARD CONTRACT INFORMATION

3.01 Contract Type

The Authority intends to negotiate a fixed-price contract by hub(s) for conducting the work as required by this RFP and proposed by the Proposer. The contract may be amended and extended by mutual agreement if the Contractor's services are required to follow-up, conduct additional research, or update their report or presentations.

3.02 Contract Approval

This RFP does not, by itself, obligate the Authority. THE AUTHORITY's obligation will commence when the contract is approved by the Authority Executive Director or designee. Upon written notice to the contractor, the Authority may set a different starting date for the contract. The Authority 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.

3.03 Standard Contract Provisions

Upon award, the contractor will be required to sign and submit the attached Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). 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.

3.04 Proposal as a Part of the Contract

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

3.05 Additional Terms and Conditions AS REQUIRED.

THE AUTHORITY 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.

3.06 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 Authority. 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. Reference Appendix B Indemnification and Insurance herein.

3.07 Bid Bond - Performance Bond - Surety Deposit

Bid Bond – Surety Deposit is not applicable.

3.08 Contract Funding

The contracts established as a result of this solicitation will be established by hub. Each contract established will be negotiated in order to maximize the total number of villages assessed based on the funds available. It is anticipated, additional villages may be added within the hubs. These additional villages will be treated as anticipated amendments to the contract and each village added will be negotiated separately with the contractor for the specific hub where the village is added.

3.09 Proposed Payment Procedures

Payments are NET30 upon authorized NTP and detailed, approved invoice.

3.10 Contract Payment

The Authority intends to pay the Contractor a negotiated sum based upon satisfactory completion of tasks, review of the required deliverables, and receipt of an invoice from the contractor.

Invoices shall be submitted by the Contractor no more than once monthly. No payment shall be made until the invoice has been approved and authorized by the Project Manager or designee. Under no condition will the Authority be liable for the payment of any interest charges associated with the cost of the contract.

The Authority is not responsible for and will not pay any local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency. If a contractor is delinquent on payment of state taxes the payment provisions of the contract may be subject to review and approval by the Department of Revenue prior to award.

3.11 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.

3.12 Contract Personnel

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

3.13 Inspection & Modification - Reimbursement for Unacceptable Deliverables

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

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

3.14 Termination for Default

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

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

3.15 Liquidated Damages

Liquidated damages are not applicable.

3.16 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 project director has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Authority.

3.17 Contract Invalidation

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

3.18 Nondisclosure and Confidentiality

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security 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.

SECTION FOUR BACKGROUND INFORMATION

4.01 Background Information

The AEA Bulk Fuel Upgrade (BFU) program provides for capital improvements and technical assistance to rural bulk fuel storage facility owners. This assistance is provided with the goal of reducing the risk of environmental contamination and assisting the owners with regulatory compliance. 3 AAC 108.110 (Eligibility for and Authority Prioritization of Assistance) states that "...utilities, municipalities, school districts, unincorporated villages, community associations, Native corporations, councils organized under 25 U.S.C. 476, traditional councils, and other persons providing power or fuel to the public in one or more communities...." are eligible for assistance from the Authority.

To prioritize its assistance for bulk fuel storage facility upgrades, the Authority will evaluate and rank deficiencies and needs for upgraded community power systems in each community in the state that:

1. Has a population of at least 20 but less than 2,000;
2. Is not predominantly a military or industrial site;
3. Has significant bulk fuel storage needs; and
4. is either located off an interconnected road system or, if located on an interconnected road system, is more than 20 miles from Anchorage, Fairbanks, Juneau, Kenai, Ketchikan, Kodiak, Nikiski, Sitka, Soldotna, Valdez, or another major fuel distribution center.

In providing assistance under 3 AAC 108.100 - 3 AAC 108.130, the Authority will give priority to those communities found in the Authority's evaluations and rankings to have the greatest need for assistance.

The Authority may revise its prioritization based on:

1. Requirements of federal or state agencies or other entities providing money;
2. The Authority's determination of a recipient's readiness to proceed with the project;
3. The recipient's ability to meet conditions for assistance under 3 AAC 108.120; or
4. Cost-effectiveness factors.

The Authority may reevaluate and modify its evaluations and rankings based on changed assumptions or new information. The Authority will publish and periodically update its rankings on its Internet web site.

SECTION FIVE SCOPE OF WORK

5.01 Project Purpose and Goals

The purpose of the contract(s) for the Bulk Fuel Storage Facilities Inventory and Assessment is to evaluate and rank bulk fuel storage facilities in the communities meeting the requirements indicated in Section Four (4). The Contractor shall gather the required data by means of site visits to the communities listed in each hub (**Attachment A**) and by gathering data from other sources such as AEA. The Contractor shall be responsible for coordinating site visits with the local bulk fuel storage facility owners. The Contractor shall ensure the complete and accurate inventory record and status of bulk fuel storage facility assets.

5.02 Tasks

1. Within ten (10) working days of contract award, the Contractor shall make at least one (1) site visit to a community from an awarded hub, complete an Assessment and Inventory for the community bulk fuel storage facilities, and electronically submit the data collected to AEA. The Assessment and Inventory for the community shall be submitted to the Project Manager for verification of format and accuracy. The Project Manager will review the Assessment and Inventory, and notify the Contractor of any revisions or comments for future submittals.
2. Contractor shall submit completed Assessment and Inventory (**Attachment B**) every two (2) weeks for review. Contractor shall allow the Authority three (3) days to review and make comments.

3. Contractor shall submit a hard copy of all Assessment and Inventories. The hard copy shall be submitted in a three-ring binder, arranged by hub, and alphabetically by community. Contractor shall also submit electronic copy of all documents on the provided forms. A spreadsheet data entry form will be provided by AEA at time of contract award. Contractor will complete this form with bulk fuel storage facility data for each facility and submit it electronically.

4. Upon Project Manager's final review of Assessment and Inventories, the Contractor shall schedule any required additional site visits to address Assessment and Inventory deficiencies.

5.3 Deliverables and Schedule

Below is a tentative contract schedule and deliverables based on an October 3, 2014 contract award date.

Deliverable/Task End

Final Report Submittal	11/30/14
Project Closeout	12/31/14

5.4 Other Terms or Conditions

1. The Contractor shall be available by telephone, email and in person to the designated staff throughout the contract period.
2. The Contractor will be responsible for having all necessary equipment and other resources to perform the tasks.
3. Unless the Contractor provides written notice to the Project Manager, all work being performed will be considered within the scope of the contract. The Contractor will not be reimbursed for any additional work unless it is approved in advance by a written Amendment to this contract.

5.4.1 Additional Services

Additional communities requiring Assessment and Inventories may be added to the Contract(s). Any additional services are subject to AEA and the Contractor(s) negotiating an amendment to the contract(s).

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format and Content

The Authority wishes to discourage unnecessarily lengthy and costly proposal preparation, yet all proposals must contain the following information, formatted as requested. Proposals shall be concise, limited to the requested information and not exceed ten (10) pages in length (excluding letter of transmittal, resumes, title page(s), index/table of contents, fee schedule, attachments, or dividers). AIDEA's evaluation committee will not evaluate or score excess information. For the purposes of this RFP, One-page (1-page) means one-side of a single lined, typed, 8-1/2" X 11", piece of paper.

Failure to follow this format for a proposal or failure to include complete information as requested may result in a lower score or disqualification of the proposal depending on the severity of the discrepancy.

Interested parties are to provide a restatement of the scope of work in the Contractors words.

6.02 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. Include a statement regarding your firm qualification for the Alaska preferences.

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.

6.03 Understanding of the Project

Include a brief discussion of your understanding of the Assessment and Inventory requested, the purpose and goals stated in the RFP and the proposed tasks. State any general assumptions you used in developing your proposal.

Also include a brief discussion of any potential problems you believe may be encountered in the performance of the contract and creative suggestions for addressing these problems. Include your expectations of the Project Manager, the Authority, and other stakeholders or participants that may be involved in this process.

6.04 Methodology Used for the Project

Briefly describe your work plan and methodology for completing the community Assessments and Inventory. At a minimum, this section of your proposal should include the following:

1. A brief description of the resources you will commit to the contract and an organizational chart of key personnel and their duties.
2. Names of individuals or positions you would have working on this project and estimate of hours you would anticipate doing this work
3. Staff you would assign various tasks under the project
4. A proposed schedule that identifies dates for key tasks, reporting, and any meetings you would propose with AEA staff, partners, or participants.
5. Identify staff that will travel to villages and collect bulk fuel storage facility data.

6.05 Workload and Resources

Describe your availability to commit to this study and complete the deliverables in a timely manner. Discuss other work or projects that you have or may have during the period of performance.

At a minimum, this section of your proposal should include the following:

1. Discuss both current and potential time commitments of your proposed project staff to other clients
2. Discuss the projected workload of each firm (Proposer and/or Subcontractors)

3. Demonstrate adequate support personnel, facilities, and other resources to provide the services required

Briefly address capabilities for providing additional services and/or personnel under an accelerated schedule. Address capacity to reassign personnel, equipment, and facilities whenever the proposed contract would not require such capabilities or was delayed.

6.06 Proposed Schedule

Identify the time frame, by hub and community, in which proposed site visits will occur. The proposed schedule shall include travel time, time required for Assessment and Inventory, report submissions, and planned float/slack. The proposed schedule shall be in Gantt chart format, readable by Microsoft Project 2010.

Proposals should include a schedule that at a minimum identifies the deliverables noted, proposed start and completion dates by community, and address any assumptions or expectations they have for the Authority.

6.07 Experience and Qualifications

Include a statement of qualifications and resumes for all key personnel designated to perform work under this RFP.

The statement of qualifications should include:

- A list of key project personnel, their position in the company, what role they will have under this contract.
- A statement of expected availability of key personnel over the term of the contract.
- A listing of key subcontractors directly involved in this contract, how they relate to your organization, and what their role may be in this contract.

Resumes of key personnel should be no longer than 1 page and include:

- Education including current certifications and professional memberships;
- Work history with reference names and phone numbers; and
- A brief description of specific projects they were involved with and their role on that project.

Marketing resumes often include non-relevant information which may detract from the evaluation of this proposal. Focus on individual's specific duties and responsibilities and how project experience is relevant to the proposed contract.

In addition to information about the key individual's experience, provide documentation verifying the qualifications and experience of the firm and known subcontractors as they relate to carrying out the services solicited in this RFP.

Demonstrate experience in conducting assessment and inventory projects. Provide examples of a minimum of three (3) similar projects that you or your partners have completed in the last five (5) years.

Include for each:

- A brief description of the type of project, tasks, and deliverables.
- Project schedule.
- The names of key individuals involved in the project.
- Client's name, their address, current telephone number, and contact person who can respond to queries concerning their experience with the Proposer's firm.

6.08 Cost Proposal

Provide a lump sum price proposal by hub(s). Cost shall include all labor, expenses, overhead and profit. The price proposal must be submitted in the following format (**Attachment D**) for any and all hubs that the Proposer wishes to propose on. The price proposal must be signed and dated by the person who prepares it.

Sample Format

	<i>Hub</i>	<i>Total</i>	<i>No Offer</i>
1	<i>Anchorage</i>		
2	<i>Barrow</i>		
3	<i>Fairbanks</i>		
4	<i>Ketchikan</i>		

Proposers may choose to propose on one or all of the hubs. In order for the Proposers price to be considered responsive, all lines within each hub must be completed. If your firm does not intend to provide a price for a particular hub, indicate a “No Offer” by checking the box in the “No Offer” column.

Each hub will be evaluated and weighted separately. Proposers who submit offers on multiple hubs must clarify their capacity to handle more than one hub. The Authority reserves the right to make awards based upon the Authority’s best interest.

It is understood that the actual contract price may vary depending on the final negotiated contract scope, terms, and conditions.

In the event that it is determined that an Assessment and Inventory is not needed for a community or communities within any of the four (4) hubs, the Proposer’s price proposal will be adjusted accordingly. The following formula will be used to make the adjustment:

$$\frac{\text{(Proposer's Lump Sum Price)}}{\text{(Total Number of Communities in the Hub)}} = \text{Total Cost Per Community}$$

The Total Cost Per Community will be subtracted from the Proposer’s price proposal

6.09 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criterion that is set out in Section SEVEN.

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.

A proposal shall be evaluated to determine whether the offeror responds to the provisions, including goals and financial incentives, established in the request for proposals in order to eliminate and prevent discrimination in state contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, or disability.

SECTION SEVEN

EVALUATION CRITERIA AND CONTRACTOR SELECTION

7.01 Understanding of the Scope of Services (10 Percent)

At a minimum this section may be evaluated against the following questions:

Does the Proposer's proposal demonstrate an in-depth understanding of conducting assessments and inventories, rural power systems, or rural power issues? Are they just repeating AEA's objectives or adding insight based on their understanding of what's required? Do they understand AEA's expectations for the project and desired outcomes? Have they identified any issues that may be common to this type of project and recommendations on how to mitigate them? What, if any, commitments are the Proposers willing and able to make the Authority's work a priority? Does the Proposers have the resources to deliver a quality Assessment and Inventory in the time allotted?

7.02 Methodology Used for the Project (10 Percent)

At a minimum methodology may be evaluated against the following questions:

Has the Proposer clearly identified how the Assessment and Inventories will be conducted? Did they provide a clear plan and methodology for doing the Assessment and Inventories? Did they address any qualifications or conditions that will impact their performance? Do they provide any alternative recommendations on processes? Did they provide any samples of survey documents or methods for collecting data from participants? Does the method proposed reflect an understanding of AEA's program goals? Does the Proposer have any terms or conditions that they would want in a final contract?

7.03 Workload & Resources (10 Percent)

At a minimum workload and resources may be evaluated against the following questions:

1. What resources is the Proposer offering? Are these resources adequate to complete this work within the project timeline?
2. Did the Proposer address their current workload against the work required within this proposal and has the Proposer ensured the current workload will not affect the ability to complete this work successfully?
3. Did the Proposer identify potential deficient areas and did the Proposer address how they will handle them to maximize success of the project? Has the Proposer identified strengths and how those will be used to ensure success of the project?

7.04 Proposed Schedule (20 Percent)

At a minimum proposed schedule may be evaluated against the following questions:

1. Has the Proposer provided a clear and specific timeline for conducting Assessment and Inventories? Does the proposed schedule meet the requirements of the RFP?
2. Has the Proposer included all communities in the hub(s) they are proposing on?

7.05 Personnel and Firm Experience and Qualifications (10 Percent)

At a minimum qualifications and experience may be evaluated against the following questions:

Is it apparent that the firm will be able to provide an objective and thorough evaluation of the project based on the background and experience of individuals and the firm? Does the firm/team demonstrate professional knowledge conducting similar evaluations? What is the firm/team's record for responsiveness to client's needs and success in previous projects? How does each firm's experience and qualifications compare with that of other Proposers? Do they have experience in gathering data in Alaska and specifically with rural Alaskan communities? Are the statements of qualifications and resumes complete? Is all the expertise in-house, through partnerships, or will outsourcing be needed? If outsourced or a joint venture, what demonstrated experience do the companies have working together? If a joint venture, who is the lead to assure compliance with all contract requirements? Are the references positive? If not, are there adequate explanations or extenuating circumstances that should be

considered? Are the personnel, proposed to work on this job, the same persons who have worked on similar jobs for the firm?

7.06 Contract Cost (40 Percent)

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 2.13.

Converting Cost to Points

The evaluation of cost will be based on the total price to complete all tasks identified in this RFP in accordance with the contractor's price proposals. The lowest cost proposal will receive the maximum points allocated to cost and all other Proposer allocations are determined by this formula:

$$\frac{(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})}{\text{Price of Each Higher Cost Proposal}} = \text{Points awarded for cost}$$

SECTION EIGHT ATTACHMENTS

8.01 Attachments

1. A. Communities
2. B. Deficiency List Evaluation Criteria
3. C. Sample BFU Inventory and Assessment Report
4. D. Price Proposal Form
5. Standard Agreement Form
6. Appendix A – Contract Terms and Conditions
7. Appendix B – Insurance

ATTACHMENT A. COMMUNITIES BY HUB

Anchorage Hub

1	Ambler
2	Cold Bay
3	Ekwok
4	Kivalina
5	Kobuk
6	McGrath
7	Naknek
8	Noatak
9	Nondalton
10	Nulato
11	Saint Paul
12	Sand Point
13	Shaktoolik
14	Shungnak
15	South Naknek
16	Togiak
17	Wales

Bethel Hub	
1	Eek
2	Goodnews Bay
3	Holy Cross
4	Marshall
5	Mountain Village
6	Newtok/Mertarvik
7	Nunapitchuk
8	Oscarville
9	Pitka's Point
10	Platinum
11	Quinhagak
12	Russian Mission
13	Saint Marys
14	Scammon Bay
15	Shageluk

Fairbanks Hub	
1	Allakaket
2	Anaktuvuk Pass
3	Atqasuk
4	Beaver
5	Birch Creek
6	Chalkyitsik
7	Fort Yukon
8	Galena
9	Hughes
10	Kaktovik
11	Minto
12	Nuiqsut
13	Point Hope
14	Point Lay
15	Rampart
16	Venetie
17	Wainwright

Ketchikan Hub	
1	Coffman Cove
2	Craig
3	Hollis
4	Hydaburg
5	Klawock
6	Metlakatla
7	Port Alexander
8	Thorne Bay

ATTACHMENT B

BULK FUEL STORAGE FACILITY EVALUATION CRITERIA

Site Location

Site suitable for tank farm	0 points
< 100 feet from a public well	10 points
< 25 feet from an eroding bank or beach, or in a flood plain	10 points
Gasoline tanks < 25 feet from an important building	<u>10 points</u>
	30 points max.

Secondary Containment

*Liquid-tight, lined dike of proper volume and construction (not plywood, 12" min. freeboard)	0 points
*Liquid-tight, lined dike of <i>improper</i> volume or construction (plywood or < 12" freeboard)	10 points
*Fully diked but not liquid-tight (sand bag dike, permeable gravel, torn or missing liner)	20 points
*Partial or no dike	<u>30 points</u>
	30 points max.

Foundations

*Tanks on acceptable foundations (min. 6" timbers, no cribbing, stable)	0 points
*Tanks directly on gravel pad or light timbers (raised small timbers, on permeable gravel)	5 points
*Tanks directly on tundra or natural soils (no dike or liner, subject to erosion)	10 points
Tanks leaning considerably or unstable foundations (seismic hazard)	<u>10 points</u>
	20 points max.

Tanks

*Tanks in fair to good condition (no dents, minimum rust, no major repairs needed)	0 points
*Immediate need of cleaning and painting	10 points
*Rusted or dented beyond repair or riveted, bolted or other	<u>30 points</u>
	30 points max.

Piping (choose most likely to leak, i.e., victaulic, threaded or welded, only)

*Welded piping above grade	0 points
*Welded piping below grade	5 points
*Threaded piping above grade	10 points
*Threaded piping below grade	20 points
*Victaulic piping above grade	30 points
*Victaulic piping below grade	40 points
Rubber hose	20 points
Additional for active leaks	<u>20 points</u>
	80 points max.

Electrical

Wiring appears appropriate	0 points
Exposed wiring, improper grounding, etc.	<u>10 points</u>
	10 points max.

Life, Health & Safety

*Code compliant	0 points
*Low risk	10 points
*Medium risk	20 points
*High risk	30 points
*Potential for loss of life	<u>40 points</u>
	40 points max.

*Indicates that only one of the group should be chosen.

ATTACHEMENT C

Sample BFU Inventory and Assessment Report

1. Community Info
 - a. Community name
 - b. Local government(s) name and contact info
 - c. Fuel suppliers
 - d. Consolidation opportunities? If so, which facilities
2. Bulk Fuel Storage Facility Info
 - a. Tank farm number
 - b. Owner
 - c. Owner phone number
 - d. Owner type (electric utility, water/sewer utility, municipal, school, private retail, native corporation, other)
 - e. Tank farm location
 - f. Evaluation Points By Category (see scoring guide)
 - i. Site
 - ii. Diking
 - iii. Foundation
 - iv. Tanks
 - v. Piping
 - vi. Electrical
 - vii. Life/Health/Safety
 - g. Deficiencies and Recommendations (see samples on following page)
 - h. Narrative Facility Description
 - i. Facility users if other than owner
 - ii. Operations
 - iii. Filling procedures
 - iv. Relevant information not provided elsewhere in report
3. Tank Info (repeat for each tank in facility)
 - a. Tank farm number
 - b. Tank number
 - c. Type (horizontal, vertical)
 - d. Single/double walled
 - e. UL/API listed?
 - f. Year of fabrication if available
 - g. Height/length (feet-inches)
 - h. Diameter (feet-inches)
 - i. Capacity (gallons)
 - j. Product (gasoline, #1 diesel non-ULSD, #2 diesel non-ULSD, #1 ULSD, #2 ULSD, avgas)

List of Sample Deficiencies and Recommendations (not comprehensive):

- No dike
- No fence
- No security lighting
- Missing or insufficient regulatory signs
- Tanks not numbered and labeled
- Missing or insufficient fire extinguishers
- No cathodic protection where needed
- No check valve at fill point
- Missing or inadequate drip pan at fill point (84 gallons required volume)
- No pressure relief
- Missing EPA SPCC plan
- Missing Coast Guard Operations Manual
- Missing EPA Facility Response Plan
- No emergency venting
- No normal venting
- Dispenser too close to tanks
- Improper valve material (brass, bronze)
- No anti-siphon or solenoid valve at dispenser
- Tank farm in flood plain
- Greater than 12" between horizontal tank belly and grade
- Missing or inadequate tank saddles
- Active leaks
- Evidence of past leaks
- Inadequate separation from buildings
- Inadequate tank spacing
- Excessive tank corrosion
- No flex connector at tank issue valve
- Foundation failing
- No locks on gates
- No locks on closed tank issue valves
- Tanks not designed to current bulk fuel standards (riveted, water tanks, etc.)
- No provisions for removing water
- Gravity dispensing
- Dispenser does not have shear/fusible link valve
- Dike full of stormwater
- Facility threatened by coastal erosion/avalanche/river erosion/other
- Improper wiring
- Inadequate pipe supports
- Electrical conduit not supported at code-required intervals (10' or less)
- Spill response equipment not available
- Electrical grounding not evident

ATTACHEMENT D **PRICE PROPOSAL FORM**

RFP #15028 Bulk Fuel Storage Facilities Inventory and Assessment

In order for the Offerors price proposal to be considered responsive, all lines must be completed. If your firm does not intend to provide a price for a particular region, indicate a "No Offer" by checking the box under the "No Offer" column.

Region		Lump Sum Price	No Offer
1	<i>Anchorage</i>		
2	<i>Barrow</i>		
3	<i>Fairbanks</i>		
4	<i>Ketchikan</i>		

Response will be scored as *Reference Part C, Section Three (3) of Request for Proposal*
follows:

Name of Proposing Firm _____

Offeror's Authorized Signature _____

Name and Title of Authorized Signer _____

Date _____

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

1. Agency Contract Number 15028		2. DOA Number 2015-0800-2758		3. Financial		4. Agency Assigned	
5. Vendor Email address				6. Telephone Number		7. Alaska Business License Number	
8. Alaska Energy Authority (THE AUTHORITY)				hereafter the Authority, and			
9. Contractor				hereafter the Contractor			
Mailing Address							
<p>10.</p> <p>ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service: 2.1 Appendix A General Provisions and Standard Contract Terms. 2.2 Appendix B sets forth the liability and insurance provisions of this contract. 2.3 Appendix C sets forth the services to be performed by the Contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.</p> <p>ARTICLE 4. Considerations: 4.1 In full consideration of the Contractor's performance under this contract, the Authority shall pay the Contractor a sum not to exceed \$XXX in accordance with the provisions of Appendix D. 4.2 When billing the Authority, the Contractor shall refer to the Agency Contract Number and send the billing to the owner (#11).</p>							
11. Owner				14. CERTIFICATION:			
Accounting Department Alaska Energy Authority (THE AUTHORITY) 813 West Northern Lights Blvd, Anchorage, AK 99503-2495 Email: aeapayables@aidea.org				I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.			
12. CONTRACTOR							
Name of Firm							
Signature of Authorized Representative			Date				
Typed or Printed Name of Authorized Representative							
Title							
13. AUTHORITY				15. CONTRACTING AUTHORITY			
Signature				Signature			
Sara Fisher-Goad, AEA-Executive Director				Michele Hope, Contracting Officer			

APPENDIX A GENERAL PROVISIONS AND STANDARD CONTRACT TERMS

Article 1 Definitions

- 1.1 In this contract and appendices, "Project Manager" means the Lead Engineer, David Lockard, or his successor; "Agency Head" means the Executive Director who signs this contract on behalf of the Authority and includes a successor or authorized representative; and "Contracting Officer" means the Authority's Contracting officer named on page 1, or his successor.
- 1.2 "Authority" means the Alaska Energy Authority for which this contract is to be performed and for which the Executive Director or Authorized Designee acted in signing this contract.

Article 2 Inspection and Reports

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

Article 3 Disputes

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

Article 4 Equal Employment Opportunity

- 4.1 The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, and marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The Contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, and marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the Contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The Contractor shall include the provisions of this article in every contract, and shall

- require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "Contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The Contractor shall cooperate fully with State efforts that seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the Contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the Contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of the contract.

Article 5 Termination

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the Authority. The Authority is liable only for payment in accordance with the payment provisions of this contract for costs incurred before the effective date of termination.

Article 6 No Assignment or Delegation

The Contractor may not assign, novate, or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Authority.

Article 7 No Additional Work or Material

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

Article 8 Independent Contractor

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

Article 9 Payment of Taxes

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

precedent to payment by the Authority under this contract.

Article 10 Ownership of Documents

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this contract for the Authority or delivered to the Authority are produced for hire and remain the sole property of the Authority and may be used by the Authority for any other purpose without additional compensation to the Contractor. The Contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The Contractor, for a period of three years after final payment under this contract, shall furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the Contractor may retain copies of all the materials.

Article 11 Governing Law

This contract is governed by the laws of the State of Alaska. Subject to the dispute resolution process provided for in Article 3 above, all actions concerning this contract shall be brought in the Superior Court of the State of Alaska and not elsewhere. The Contractor consents to the jurisdiction of the Superior Court of the State of Alaska.

Article 12 Conflicting Provisions

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

Article 13 Officials Not to Benefit

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

Article 14 Covenant Against Contingent Fees

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

Article 15 Contract for Similar Services

The Authority may contract for similar services from other contractors during the term of this contract.

Article 16 Review of Applications

The Contractor will be excluded from reviewing applications where in the judgment of the Authority there is an appearance or actual conflict of interest.

Article 17 Conflict of Interest

Promptly after execution of this contract, Contractor shall provide a statement indicating whether or not the firm or any individual working on the contract has a possible conflict of interest. If there is a conflict of interest or appearance of such a conflict, a brief description of the nature of the conflict must be included in the statement. The Authority will evaluate the nature of the conflict, Contractor's statement, and make a determination whether in its opinion a conflict of interest exists. This decision shall be

made solely in the Authority' best interest. If a conflict of interest is discovered after contract award, the Authority, after review of the facts surrounding the conflict, may terminate the contract in its entirety.

Article 18 Subcontractors

Contractor may subcontract portions of a specific work order or offer the services of other firms. The Contractor will be required to submit the names and addresses and other required information of all subcontractors. If subcontractors are added in order to respond to a specific work order the contractor will be required to provide information about the subcontractor with their work order proposal.

The Contractor must submit proof of proposed subcontractors' Alaska business licenses and insurance for those businesses working in Alaska within a reasonable time after this contract is executed.

If Contractor proposes to accomplish more than 50% of the work through subcontractors, they must provide a written statement that they are not operating as a joint venture with the other contractors and will be solely responsible for all work products, profits, and losses, as they relate to the performance of this contract. The Authority may terminate the contract in its entirety for any failure to comply with the preceding sentence.

Article 19 Integration

The Standard Agreement for Professional Services set out on page 1, together with Appendices A, B, C, and D, contain the complete and final statement of the terms the parties have agreed upon with respect to the subject matter covered. No prior agreements, representations or negotiations, whether written or oral, that are not expressly set out in this contract shall be binding on, or enforceable against, or may be relied upon by, any party.

Appendix B INDEMNIFICATION & INSURANCE

Article 1. Indemnification

The Contractor shall indemnify, defend, and hold harmless the Authority from and against any claim of, or liability for, negligent acts, errors, and omissions of the Contractor under this contract. The Contractor shall not be required to indemnify, defend, or hold harmless the Authority for a claim of, or liability for, the independent negligent acts, errors, and omissions of the Authority. If there is a claim of, or liability for, a joint negligent act, error or omission of the Contractor and Authority, the indemnification, defense and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Contractor" and "Authority" include the employees, agents and other contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, or omissions" means negligence other than in the Authority' selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Article 2. Insurance

Without limiting Contractor's indemnification obligation, Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this contract 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 Authority shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. For Contractor's services performed in Alaska, all insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

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

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

(Revised 12-11)