



Alaska Industrial Development and Export Authority (AIDEA)

Informal Request for Proposals (IRFP)

IRFP # 23090

Date of Issue: 02/24/23

IRFP Title: **Community Liaison and Workforce Development Support
Consultant**

The Alaska Industrial Development and Export Authority (AIDEA) is soliciting proposals for:

Offerors Are Not Required To Return This Form.

Important Notice: If you downloaded this solicitation from the AIDEA's Website, you must register on the online planholders list to receive subsequent addenda. Failure to register may adversely affect your proposal. It is the Offeror's responsibility to ensure that they have received all addenda affecting this IRFP. To register, go to www.AIDEA.org and provide the project name & number, company name & contact person, address, phone number & fax number.

Cris Chavez

Alaska Industrial Development and Export Authority

Phone: 907.771.3992

Fax: 907.771.3044

Email: cchavez@aidea.org

ALL PROPOSALS TO BE EMAILED TO procurement@aidea.org NO LATER THAN 2:00 P.M., ALASKA TIME, ON MARCH 8, 2023.

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

Offerors must submit one hard copy of their proposal, in writing, to the contracting officer in a sealed envelope. It must be addressed as follows:

Alaska Industrial Development and Export Authority
Attention: Cris Chavez
Informal Request for Proposal (IRFP) Number: 23090
IRFP Title: **Community Liaison and Workforce Development Support Consultant**
813 West Northern Lights Blvd.
Anchorage, AK 99503

If using U.S. mail and delivery service, please use the above address.

Proposals must be received no later than 2:00 P.M., Alaska Time on **03/08/2023**

Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

All questions concerning this IRFP must be directed to the contracting officer, in writing at procurement@aidea.org no later than March 2nd, at 12:00 P.M., Alaska local time.

CONTRACTING OFFICER: – PHONE **907-771.3992** - FAX **907-771.3044** - TDD **907-456-3412**

Purpose of the IRFP

The Alaska Industrial Development and Export Authority (AIDEA) is soliciting proposals for a Community Liaison & Workforce Deployment Support Consultant to assist the AIDEA Communications Director in building community relations within specific villages and communities in Northwestern Alaska and throughout the state.

Contract Type

This contract is a Firm Fixed Price Hourly Rate.

Contract Budget

The anticipated contract value is a **Not-to-Exceed (NTE) total of \$50,000.00** for the 2023 calendar year, with the option to extend for the 2024 calendar year, at the same rate, subject to appropriations. AIDEA makes no guarantee to any minimum or maximum amount of work that the contractor may perform under this contract or any subsequent renewal options exercised and is limited to the lawful appropriations for each fiscal year. AIDEA shall issue Notices to Proceed (NTP) to authorize work against the contract. The contract may be extended for additional years to complete existing NTPs.

AIDEA will not pay per diem for travel purposes.

The Technical Assistance hourly rate proposed by the successful Proposer (see Cost Proposal) must include all direct and indirect costs associated with the performance of the contract, including total hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, shipping and delivery costs, costs of deliverables, meals and any other associated costs with the performance of this Contract (except travel), whatever rates are proposed must be used consistently throughout the Contract.

Contract Term and Work Schedule

The contract term and work schedule set out herein represents the Authority's 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.

The length of the contract will be approximately **March 2023**, through **December 2023**. AIDEA reserves the right to renew the contract subject to availability of funds and need.

Unless otherwise provided in this IRFP, 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:

- Issue IRFP **February 24, 2023**.
- Deadline for Questions **March 2nd, 2023, at 12:00 P.M., Alaska local time**.
- Deadline for Receipt of Proposals **March 8, 2023, at 2:00 P.M., Alaska local time**.
- Authority issues Notice of Award **Middle of March 2023**,
- Authority issues contract **End of March 2023**,
- Contract start **End of March 2023**

Location of Work

The location(s) the work is to be performed, completed and managed for this project will be at various locations in Alaska. The Authority will not pay for travel expenses.

The Authority **WILL NOT** provide workspace for the contractor. The contractor must provide its own workspace.

1. All travel must be pre-approved by the Project Manager prior to any commitment.
2. The contractor will be responsible for all travel arrangements and costs.
3. Airline travel will be reimbursed at coach or comparable rates with a minimum of seven (7) days advance purchase.
4. Rural travel may be on small planes and/ or ferry.
5. There are usually no hotels or lodging facilities. "Accommodations" may consist of the contractor supplying their own sleeping bag and pad and staying at the community's school, utility's office, or private residence.
6. There are usually no restaurants or cooking facilities. Food can usually be purchased at local stores but it is recommended that the contractor bring some food with them.
 1. Rental car agreement and final receipt.
 2. Mileage reimbursement at the approved IRS rate per mile for the using personal automobile.

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

Prior Experience

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

Offers are to provide minimum prior experience under "Offerors Information and Past Performance".

- One to Two (1-2) years' experience working with small governments or utilities (serving populations under 1500) in Alaska and;

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.

Subcontractors

Subcontractors will not be allowed.

Joint Ventures

Joint ventures will not be allowed.

Pre-proposal Conference

A pre-proposal conference will not be held for this solicitation. See Section 1.06 for instructions on submitting questions regarding this RFP.

Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the issuing office, addressed to the contracting officer identified in this IRFP. The interested party must confirm telephone conversations in writing. **All questions must be received no later than March 2nd, 2023, by noon (12:00 P.M.), Alaska local time, in writing at procurement@aidea.org.**

CONTRACTING OFFICER: Cris Chavez – PHONE 907-771-3992 - FAX 907-771-3044

If an addendum is issued, it will be provided to all who were provided a copy of the IRFP and to those who have registered with the contracting officer after receiving the IRFP from the State of Alaska Online Public Notice web site.

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 Authority's request.

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.

Evaluation of Proposals

Proposals will be evaluated based on the evaluation factors set out in this IRFP. After receipt of proposals, if there is a need for any substantial clarification or material change in the IRFP, 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.

Site Inspection

The Authority 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 Authority reasonable access to relevant portions of its work sites. Individuals designated by the contracting officer at the Authority's expense will make site inspection.

Federal Requirements

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

Contract Approval

This IRFP does not, by itself, obligate the Authority. The Authority's obligation will commence when the Executive Director of Alaska Industrial Development and Export Authority or the Executive Director's designee approves the contract. 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 Authority.

Proposed Payment Procedures

The Authority will make payments based on a negotiated payment schedule. Each billing must consist of an invoice, documentation and travel expenses. No payment will be made until the progress report and invoice has been approved by the project director.

Contract Payment

No payment will be made until the Executive Director of Alaska Industrial Development and Export Authority or the Director's designee approves the contract. Under no conditions 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 local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

Right to Inspect Place of Business

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

Contract Changes - Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract and cannot exceed the small procurement limits established under AS 36.30.320.

When additional work is required, the Authority will provide the contractor a description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the contracting officer has secured any required Authority approvals necessary for the amendment and a written contract amendment or NTP has been issued.

Alaska Bidder Preference

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

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

Alaska Bidder Preference Statement

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

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

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

Alaska Business License and Other Required Licenses

In order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to award of the contract. 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 Authority's occupational licensing office; or
- (e) a sworn and notarized affidavit that the offeror has applied and paid for the Alaska business license.

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

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

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

Standard Contract Provisions

The contractor will be required to sign and submit the attached Authority's 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.

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.

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

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 prior to the deadline for receipt of proposals. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of an offeror's proposal 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, prior to the deadline for receipt of proposals.

Right of Rejection

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

Offerors may not qualify the proposal nor restrict the rights of the Authority. 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 IRFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision; may be waived by the contracting officer.

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

Assistance to Offerors with a Disability

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

Authority Not Responsible for Preparation Costs

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

Disclosure of Proposal Contents

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

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the 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.

Authorized Signature

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

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 IRFP;
- (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 section, the Authority reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Executive Director of Alaska Industrial Development and Export Authority reserves the right to **consider a proposal non-responsive and reject it or** cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Executive Director's determination regarding any questions of conflict of interest shall be final.

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.

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.

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.

Supplemental Terms and Conditions

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

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

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.

Formula Used to Convert Cost to Points

The distribution of points based on cost will be determined by the method set out below. The lowest cost proposal will receive the maximum number of points allocated to cost.

Cost will be converted to points using the following formula:

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

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.

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 Authority, 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.

Notice of Award (NOA) — Offeror Notification of Selection

After the completion of contract negotiation the contracting officer will issue a written Notice of Award (NOA) and send copies to all offerors. The NOA will set out the names of all offerors and identify the proposal selected for award.

Protest

2 AAC 12.695 provides that an interested party may protest the content of the IRFP or the award of a contract.

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."

An interested party must first attempt to informally resolve the dispute with the contracting officer. If that attempt is unsuccessful, the interested party may file a written protest. The written protest must be filed with the Executive Director of Alaska Industrial Development & Export Authority of the purchasing agency or the Director's designee. The protester must also file a copy of the protest with the contracting officer. A protester must have submitted a proposal in order to have sufficient standing to protest the award of a contract. Written 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
- e. the form of relief requested.

If the protestor agrees, the Executive Director of Alaska Industrial Development & Export Authority of the purchasing department or the Director's designee may assign the protest to the contracting officer or other Authority official for alternate dispute resolution. In other cases, the Executive Director of Alaska Industrial Development & Export Authority or the Director's designee may issue a decision sustaining or denying the protest, or may conduct a hearing using procedures set out in AS 36.30.670(b).

A written protest of the content of the solicitation must be received by the Executive Director of Alaska Industrial Development & Export Authority or Director's designee prior to the deadline for receipt of proposals. A written protest of the award of a contract must be received by the Executive Director of Alaska Industrial Development & Export Authority or Director's designee within ten days after the date the Notice of Award is issued.

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 Authority 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 Authority 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 Authority 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 Authority with written notice of the requested disclosure (to the extent such notice to the Authority is permitted by applicable law) and giving the Authority opportunity to review the request. If the contractor receives no objection from the Authority, 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 Authority within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the Authority, 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.

Background Information

Scope of Work

AIDEA seeks a Community Liaison and Workforce Development Support Consultant to assist the AIDEA Communications Director in building community relations within specific villages and communities in Northwestern Alaska and throughout the state. The consultant will support initiatives for workforce development goals in native villages and communities. The consultant will communicate project information to specific diverse audiences and support sharing information between AIDEA and stakeholder groups.

The selected Consultant will provide services in both office and field settings. Requested support includes, but is not limited to:

- 1) Identifying specific stakeholders and stakeholder groups to engage;
- 2) Providing community relations and communication recommendations for engaging Alaskan communities and program/project stakeholders;
- 3) Supporting workforce development initiatives established by AIDEA for communities in Northwestern Alaska and throughout the state;
- 4) Assisting in implementation and execution of workforce development initiatives as requested;
- 5) Aiding in the execution of project communication activities and community events.

Deliverables

Deliverables may include, but are not limited to:

- Engaging community members and serving as a community liaison in 1:1 meetings with stakeholders, tribes, tribal councils, and community groups
- Interactions log documenting conversations with stakeholders
- Monthly recommendations with suggestions on stakeholders to contact and coordinate meetings
- Attendance and presenting at events, meetings, and activities
- Recommendations and support in implementing workforce development initiatives
- Biweekly meetings with AIDEA Communications Director to provide strategy, updates, and progress

Proposal Format and Content

In order for the Authority to evaluate proposals fairly and completely, offerors must provide all information requested. Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the Authority should contact regarding the proposal. Proposals must also confirm that the offeror will comply with all provisions in this IRFP; 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.

Cost Proposal

Cost proposals must include fixed hourly rates that includes all direct and indirect costs associated with the performance of the contract, including, but not limited to, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

Evaluation Criteria and Contractor Selection

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

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

A proposal shall be evaluated to determine whether the offeror responds to the provisions, including goals and financial incentives, established in the IRFP 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.

Proposals will be evaluated against the questions set out in the Proposal Evaluation Form.

ATTACHMENTS

Attachments

1. Cost Proposal Attachment 7.1
2. Offeror Statement of Qualifications Attachment 7.2
3. Proposal Criteria
4. Standard Agreement Form - Appendix A
5. Appendix B1 (Insurance)

COST PROPOSAL

ATTACHMENT 7.1 COST/FEE PROPOSAL FORM

TO BE COMPLETED BY OFFEROR:

This Cost/Fee Proposal Form is submitted as part of a proposal in response to the solicitation entitled **Community Stakeholder Consultant**

The name of the Offeror firm is:

*******INSTRUCTIONS FOR COMPLETING FORM:**

Respond to every question or blank space provided on this form. If the information required is not applicable, enter "N/A." If the form does not provide enough space to adequately respond to any question or request for information, enter "see attached explanation" in the space provided, and attach the additional pages of information. Clearly identify the portion of the form you are responding to, and attach the information in the proper order.

Category	Hourly Rate/Cost	X Estimated Hours	= Total
Community Liaison and Workforce Development Support Consultant			\$
			\$
			\$
			\$
			\$
			\$
Totals			\$

PREPARED BY:

(Name) _____

(Title) _____

(Date) _____

Addendum Acknowledgement: Number(s) _____ is/are hereby acknowledged.

This page must be completed and submitted with all offers and received by the Authority at the time and date set for receipt of proposals.

**ATTACHMENT 7.2
OFFEROR STATEMENT OF QUALIFICATIONS**

TO BE COMPLETED BY OFFEROR:

This Offeror Statement of Qualifications is submitted as part of a proposal in response to the solicitation entitled Community Liaison & Workforce Development Support Consultant; Alaska Industrial Development & Export Authority (IRFP #23090).

The name of the Offeror firm is:

INSTRUCTIONS FOR COMPLETION OF THE OFFEROR STATEMENT OF QUALIFICATIONS:

Respond to every question or blank space provided on this offeror statement of qualifications. If the information required is not applicable, enter "N/A." If the offeror statement of qualifications does not provide enough space to adequately respond to any question or request for information, enter "see attached explanation" in the space provided, and attach the additional pages of information. Clearly identify the portion of the offeror statement of qualifications you are responding to, and attach the information in the proper order.

The Offeror's submission is not limited to information or documentation required by this offeror statement of qualifications. The Offeror is encouraged to submit additional or supplemental information to substantiate Offeror's experience and qualifications.

OFFEROR STATEMENT OF QUALIFICATIONS

BY A PROPERLY AUTHORIZED SIGNATURE ON THIS DOCUMENT, OFFEROR HEREBY CERTIFIES AND AFFIRMS THAT:

Section I: Disclosure, Pledges, and Promises

1. The proposal submitted was independently arrived at, without collusion, under penalty of perjury.

The Offeror has not, and will not disclose the terms and conditions of the proposal, directly or indirectly, to any other Offeror or interested person prior to Contract award unless otherwise required by law.

2. Each signature on the proposal and all addenda are considered to be a certification by the signatory that the signatory:
 - a. Is the person from the Offeror's organization responsible for determining the prices and terms being offered in the proposal, and that the signatory has not participated and will not participate in any action contrary to Paragraph 1 above; and
 - b. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated and will not participate in any action contrary to Paragraph 1 above.

(Insert full name of person(s) in the Offeror's organization responsible for determining the prices and terms offered in the proposal, and the title of his or her position in the Offeror's organization.)

- c. As an authorized agent of the Offeror, does certify that the principals named in Paragraph 2, Section b, have not participated and will not participate in any action contrary to Paragraph 1 above.
- d. As an authorized agent of the Offeror, has not personally participated and will not participate in any action contrary to Paragraph 1 above.

3. The Offeror represents that, except for full-time bona fide employees working solely for the Offeror, the Offeror:

- a. () has, () has not, employed or retained any person or company to solicit or obtain the Authority Contract resulting from RFP 23090; and
- b. () has, () has not, paid or agreed to pay any person or company employed or retained to solicit or obtain the Authority Contract resulting from RFP 23090, any commission, percentage, brokerage or other fee contingent upon or resulting from the award of a Contract.

If the answer to 3a or 3b above is affirmative, the Offeror should include a full and written disclosure attached to this affidavit and addressed to the Authority Chief Procurement & Contracting Officer.

The Offeror acknowledges and agrees that any misrepresentation made by the Offeror subject to Paragraphs 3a and 3b above shall give the Authority the right to (1) terminate any subsequent Contract; (2) at its sole discretion, deduct from Contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the Contract.

4. To the best of Offeror's knowledge and in good faith, it is the Offeror's belief that the following named Authority employees or Authority Board Members may have a financial, business, or familial interest, direct or indirect, in or with the Offeror or Offeror's representative: (If none, so state.)

Authority Employee Name/Job Title

Authority Board Member(s)

Explanation of nature of Authority employee or Board Member(s) interest with Offeror or Offeror's representative: (If none, so state.)

The Offeror () is, () is not, an employee of the Authority. If the Offeror has previously served as an employee of the Authority, the Offeror certifies that his/her service was terminated () less than twenty-four (24) months ago, or () more than twenty-four (24) months ago.

5. The Offeror does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed or services to be supplied under the proposed the Authority Contract, and the Offeror's

organizational, financial, contractual, or other interests may:

- a. Result in an unfair competitive advantage to the Offeror; or
- b. Impair the Offeror's objectivity in performing the Contract work or providing the Contract services.

If the Offeror cannot respond affirmatively to 5a and 5b above, the Offeror should include a full and written disclosure attached to this affidavit and addressed to the Authority Chief Procurement & Contracting Officer.

6. Neither the Offeror, nor any person or firm which has an interest in the Offeror's firm, is ineligible to:

- a. Be awarded Contracts by any agency of the United States Government, or the State of Alaska.

7. The Offeror certifies that:

- a. It has paid all required fees and is properly licensed and bonded to do business in the State of Alaska and within the local governing body in which any work or services subsequent to RFP 23090 is to be performed or provided.
- b. It complies and will comply with all laws of the State of Alaska, the applicable portions of the Federal Civil Rights Act of 1964, and the Equal Employment Opportunity Act as regulated by the State and federal governments and the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.
- c. 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 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 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 Authority to reject the proposal as non-responsive, or cancel the Contract.
- d. The Offeror certifies that all terms and conditions, including fee or price quotes submitted as a part of the Offeror's response to this solicitation shall remain effective for a period of not less than ninety (90) days from the date the Authority designates as the deadline for submitting proposals, plus any addenda or extensions to the RFP, and for an additional contractual term if the Offeror should enter into a Contract with the Authority to perform work or provide services as described in this solicitation. The Offeror acknowledges and agrees that its proposal and all other material submitted will become the property of the Authority.
- e. No action, suit, proceeding, inquiry or investigation before or by any court or federal, State, municipal or other governmental authority is pending, or to the Offeror's knowledge is threatened against Offeror or affecting the assets, properties, or operations of the Offeror or its interests, which if determined adversely to Offeror would have material and adverse effect upon the consummation of transactions contemplated by, or the validity of, agreements between the Authority and the Offeror, or upon the financial condition, assets, properties or operations of Offeror. No employee employed by the Offeror's firm, or the Offeror's firm itself has been debarred, suspended, or otherwise prohibited from practice by any Federal, State, or local agency.
- f. If the Offeror is unable to affirmatively certify any statement under Paragraph (d) above, the Offeror shall include a full and written disclosure attached to this affidavit and addressed to the Authority Contracting Officer.

8. Offeror represents that the following attached information reflects a true and accurate description of the Offeror's experience and ability to perform all tasks anticipated under the Scope of Services detailed in the RFP.

OFFEROR'S SIGNATURE

By signature on this document, the Offeror hereby certifies that all statements contained herein are accurate and complete.

Offeror's representations concerning its qualifications will be construed as a covenant under any Contract subsequent to this RFP. Should it appear that Offeror has made a material misrepresentation on the Offeror Statement of Qualifications form, the Authority shall have the right to terminate the Contract for Offeror's breach, and the Authority may then pursue such remedies as exist under the Contract, or as otherwise are provided by law.

NOTE: OFFEROR'S FAILURE TO SIGN AND DATE THIS OFFEROR STATEMENT OF QUALIFICATIONS MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL AS NON-RESPONSIVE.

Offeror Signature and Date of Signature

Typed or Printed Name of Offeror

Title

Company Name/Tax I.D. Number/Alaska Business License

Mailing Address

Telephone Number/Email

EVALUATION CRITERIA

EVALUATION OF PROPOSALS:

The Authority will appoint an evaluation committee to review the proposals submitted.

At the sole discretion of the Authority, finalists for consideration of award may be required to make an oral presentation to the evaluation committee. The oral presentation may be considered in the evaluation of the Offeror's proposal, and overall scores may be adjusted at the discretion of the evaluation committee. If scheduled, oral presentations will be limited to a 30-minute presentation by the Offeror, followed by a maximum 45-minute question and answer period. All costs associated with the oral presentation shall be the responsibility of the Offeror.

EVALUATION SCORING:

The evaluation committee will weigh proposal components as follows:

A. OFFEROR INFORMATION & PAST PERFORMANCE (20%)

Offeror Statement of Qualifications form, which is enclosed as Attachment 7.2.

- (A) Offeror Statement of Qualifications form (Attachment 7.2) is considered an integral part of the Offeror's proposal, and should be signed by the individual(s) who is (are) authorized to bind the Offeror contractually. The Offeror Statement of Qualification indicates the signer is so authorized and indicate the title(s) or position(s) the signatory(ies) hold in the Offeror's firm and should contain at least the following information:
- (1) The Offeror's name, address, email address, telephone and facsimile numbers;
 - (2) A statement expressing the Offeror's unconditional willingness to perform the services described in this RFP;
 - (3) A statement that staff and other resources which are required to perform the services described in this RFP will be made available to the Authority as required;
 - (4) Name, title, address, email address, telephone and facsimile numbers of the proposed key staff who will be assigned to the Authority account;
 - (5) The Offeror's Federal Employer Identification number; and
 - (6) Disclosure of any conflict of interest.
- (B) Offeror should submit attachments to the Offeror Statement of Qualifications, including but not limited to:
- (1) Three (3) references of current clients (names and telephone numbers) for whom similar work is performed;
 - (2) One (1) reference from a previous client (name and telephone number) for whom similar work was performed but for whom the Offeror no longer provides such services; and
 - (3) Resume
 - (4) business license; and
 - (5) Organizational chart.
- (C) Response should describe previous projects the project team/individual has worked on that are related in size and scope to this project. Describe the dollar amount of the projects and a brief narrative of the successes of the projects. Address how the experience in Northwestern Alaska will help you perform under this contract. Provide references (contact name and phone number) for each project. Indicate which of the proposed firms and project staff was involved in each project. The state reserves the right to investigate referenced projects, contact references and research other projects that the respondent has worked on.

B. OBJECTIVES, SERVICES, AND COMMITMENTS (15%):

Response should demonstrate your comprehension of the objectives and services for the proposed contract. Do not merely duplicate the Statement of Work provided with this RFP. Responses should portray a knowledge of Northwestern Alaska and AIDEA's unique role in project consideration, financing, and execution. Define any assumptions that may be necessary to provide a thorough response to this RFP.

Include a discussion of your company's understanding of the services required and your company's relevant experience providing the types of services identified in the Statement of Work.

Your response should also: (1) describe your company's availability to commit to this work, to include both current and potential time commitments of your proposed Project Staff and how any conflicts would be managed; (2) discuss the projected workload of each firm (Offeror and Offeror's Proposed Subcontractors) for all clients and the impact of your company's performance capabilities with regards to completing the Authority's work; and (3) demonstrate adequate support personnel, facilities and other resources, as necessary, to provide the services required.

C. METHODS (10%):

Response should outline the methods for accomplishing the proposed contract and Statement of Work. Offerors should consider how each task may be carried out and what level of interaction may be required from/with the Authority. Offerors should also address how their team and/or proposed approach/methods will provide overall assistance in the management of projects at various stages within each phase of the project analysis and decision making process. If applicable, Offerors should suggest alternative methods for executing the Statement of Work that may produce improved results or efficiencies. Identify any distinct and substantive qualifications for undertaking the proposed contract, such as the availability of specialized equipment, software, unique approaches, unique capabilities/experiences or concepts relevant to the required services which the Offeror may use.

D. PROPOSED PROJECT STAFF & RESOURCES (15%):

Response should name the individuals to perform the following functions related to the contract and Statement of Work, including providing a brief description of their qualifications for performing their role on the project. The offeror is also encouraged to provide the names and narratives of any other professional/technical personnel that are anticipated to be utilized in executing the proposed contract.

For each individual identified, describe the work to be performed and detail their specific qualifications and substantive experience directly related to the proposed contract. A response prepared specifically for this proposal is required. Marketing resumes often include non-relevant information which may detract from the evaluation of proposal. Lists of projects are not useful. Focus on each individual's specific duties and responsibilities and how their project experience in Northwestern Alaska is relevant to the proposed contract.

For each person named, identify their employer, professional discipline or job classification, current certifications and what role they will have under this contract. List at least 2 professional references (contact persons and telephone numbers) for each person.

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

Response should name the individuals to perform the following FUNCTIONS plus any other professional/technical functions you deem essential to perform the services:

- (A) Public Information Officer (single point –of-contact directly engaged in contract performance)

E. COST/FEE PROPOSAL (40%):

The Offeror should provide the fixed total hourly billing rate. Consistent with any limitations or qualifications discussed in the Scope of Work section,

Scoring of the Proposal Cost portion of the criteria shall be based on the total communication manager total cost.

1. ALASKA BIDDER (OFFEROR) PREFERENCE (5%):

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

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



PROFESSIONAL SERVICES AGREEMENT

Contract No:
Accounting Ref No:

Project Title:

To this Agreement between **ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT AUTHORITY**

hereafter the CONTRACTING AGENCY, and

hereafter the CONTRACTOR, effective on the last date executed by its parties, in consideration of the terms, conditions and promises of Articles 1 through 7 in this document, the parties hereby agree.

CONTRACTOR

Signature: _____
Name: _____ Date _____
Title: _____

Signature: _____
Name: _____ Date _____
Title: _____

CONTRACTING AGENCY

Contracting Officer

Executive Director

Signature: _____
Name: _____ Date _____
Title: _____

Signature: _____
Name: Alan Weitzner Date _____
Title: AIDEA Executive Director

ARTICLE 1 - PURPOSE

1.1

ARTICLE 2 - COMPENSATION

2.1 The maximum amount payable under this Agreement as set out in Appendix C, shall not exceed:

and No/100 Dollars

(\$)

ARTICLE 3 - PERIOD OF PERFORMANCE

3.1 CONTRACTOR shall commence services under this Agreement as authorized by written *Notice(s) to Proceed* and shall complete the services in accordance with any time schedule required by Appendices. This Agreement is of no force or effect until executed by the CONTRACTOR and the CONTRACTING AGENCY and no services shall be undertaken or performed until a Notice to Proceed is issued.

3.2 The Period of Performance under this Agreement shall end: **December 31, 202X,**



Appendix A. GENERAL PROVISIONS

Article 1. Definitions.

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

Article 2. Inspections 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 Authority reasonably requires.

Article 3. Disputes.

Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with 3 AAC 100.570 – 3 AAC 100.620.

Article 4. Equal Employment Opportunity.

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

will be binding upon each subcontractor. For the purpose of including those provisions in a 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 the Authority efforts which seek to deal with the problem of unlawful discrimination, and with all other Authority 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 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 Authority directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

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

Article 6. No Assignment or Delegation.

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

Article 7. No Additional Work or Material.

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

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the 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 agreement 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, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law.

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

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Authority of Law the General Provisions of this contract supersede any provisions in other appendices. The contractor specifically acknowledges and agrees that provisions in any form contracts it appends hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska that are not conditioned on legislative appropriation, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the 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. 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.

Article 16. Contract Personnel

The Authority reserves the right to approve or disapprove any change in the successful Offeror's project team members whose participation in the project is specifically offered in the proposal. Similarly, changes in the amount of participation by key project members will require AIDEA approval. This is to ensure that persons with vital experience and skill remain fully involved in the project.

Requests for any change in contractor personnel shall be submitted in writing to the Authority for the Authority's review and sign-off before the change is made. Contractor personnel changes not approved by the Authority may be cause for the Authority to terminate the contract.

Article 17. Subcontractors

The Authority must approve the use or replacement of subcontractors. The Contractor must provide a list

of potential subcontractors, a one-page resume for each subcontractor including brief descriptions of previous work, and three references. Replacement of subcontractors may only be made in accordance with approval of the Project Manager and the terms of the final negotiated contract.

Article 18. Contract Invalidation

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

Article 19. Termination for Default

If the Contractor refuses or fails to perform the work, or any separable part thereof, with such diligence as will ensure its completion within the written contracted time frame, the Authority may, by written notice to the Contractor, terminate the right to proceed with the work or such part of the work as to which there have been delays. This clause does not restrict AIDEA termination rights under the general contract provisions of Appendix A, which is attached to this RFP in the contract documents package.

Article 20. Conflict of Interest

The Contractor may be precluded from participating in future projects during the period of the contract if the Authority determines that such work is in conflict with the performance of this contract and would result in a financial benefit to the Contractor.

Article 21. News Releases

News releases pertaining to the contract shall not be made without prior approval of the Project Manager. The Contractor will be required to coordinate with Project Manager before making any response to a request for information regarding any work or work products related to this contract.

Article 22. Contract Changes

During the course of performing the work required by this contract, the Contractor may be requested to perform additional work within the general scope of the contract.

When additional work is required, the Project Manager shall send to the Contractor a description of the work to be accomplished and request that a proposal be offered within a given time period. No additional work shall commence by the Contractor without an approved written contract amendment by the Procurement Officer.

Article 23. Confidentiality and Ownership of Documents

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 Authority 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 Authority 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 (i) provided by the Authority to the contractor or a

contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) 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.).

Article 24. Reimbursement to the Authority for Unacceptable Deliverables

The Contractor is responsible for quality, occurrence and completion of all work identified by the contract. All work shall be subject to evaluation and inspection by the Authority at all times to assure satisfactory progress, to be certain that work is being performed in accordance with the contract specifications, terms and conditions, and to determine if corrections and modifications are necessary. Should such inspections indicate substantial failure on the part of the Contractor, the Authority may terminate the contract for default. Furthermore, the Authority may require the Contractor to reimburse any monies paid (pro rata based on the identified proportion of unacceptable products received) and any associated damage costs.

APPENDIX B INDEMNIFICATION AND INSURANCE B1

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's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work. In any event, damages arising from any such claims or liability will be limited to no more than \$50,000 under this contract.

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 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. 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.