



**IMPORTANT NOTICE FOR  
REQUEST FOR PROPOSALS (RFP)  
2012-0800-0919**

**Public Relations Services for the Alaska Energy Authority  
Susitna-Watana Project**

**IMPORTANT**

If your company intends to respond to this Request for Proposals (RFP), you must provide the following information requested on this page and return it to us via e-mail or fax for your company to be included on our list of companies interested in this RFP.

The Authority may provide periodic e-mail notices regarding addenda or clarifications regarding this solicitation to those companies on our list.

All addenda and other notices will be posted and available on the State of Alaska on-line notice web site at: <http://notes3.state.ak.us/pn>

It is the Respondent's responsibility to assure they have received and reviewed all addenda and notices related to the RFP.

Please provide the following information by facsimile or e-mail to the contact below:

Company Name	
Contact Name	
Company Address	
Telephone Number	
Fax Number	
E-mail Address	

Return to:

Contact: Christopher Rutz, Procurement Officer  
Alaska Energy Authority  
813 West Northern Lights Blvd.  
Anchorage, AK 99503  
FAX: (907) 771-3044  
Phone: (907) 771-3015  
E-mail: [crutz@aidea.org](mailto:crutz@aidea.org)  
RFP ISSUE DATE: January 24, 2012

# Table of Contents

<b>SECTION 1. INTRODUCTION AND INSTRUCTIONS.....</b>	<b>5</b>
1.1 PURPOSE OF THIS REQUEST FOR PROPOSALS (RFP) .....	5
1.2 MINIMUM CONTRACTOR REQUIREMENTS TO RESPOND .....	5
1.3 CONFLICTS OF INTEREST .....	5
1.4 ISSUING OFFICE .....	5
1.5 MAILING ADDRESS AND DEADLINE FOR RECEIPT OF PROPOSALS .....	5
1.6 QUESTIONS ABOUT THE RFP .....	6
1.7 LOCATION OF WORK .....	6
1.8 FUNDING OF THE CONTRACT .....	6
1.9 PERIOD OF PERFORMANCE.....	7
1.10 SOLICITATION AND ADVERTISING .....	7
1.11 RFP/CONTRACT MANAGEMENT .....	7
1.12 DEFINITIONS .....	7
<b>SECTION 2. STANDARD PROPOSAL INFORMATION .....</b>	<b>7</b>
2.1 PROPOSAL PREPARATION COSTS .....	7
2.2 REQUIRED REVIEW - PROTESTS PRIOR TO AWARD.....	7
2.3 QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS.....	8
2.4 ADDENDA TO THE RFP .....	8
2.5 CORRECTION, MODIFICATION, OR WITHDRAWAL OF PROPOSALS .....	8
2.6 AUTHORIZED SIGNATURE / OFFEROR’S CERTIFICATION.....	8
2.7 CONFLICT OF INTEREST – GENERAL .....	9
2.8 LICENSES .....	9
2.9 SUBCONTRACTORS .....	9
2.10 JOINT VENTURES .....	10
2.11 DISCLOSURE OF PROPOSAL CONTENTS.....	10
2.12 MULTIPLE OR ALTERNATE PROPOSALS .....	10
2.13 RIGHT OF REJECTION .....	10
2.14 EVALUATION OF PROPOSALS .....	11
2.15 ALASKAN OFFEROR’S PREFERENCE .....	11
2.15.1 <i>Qualifying as an Alaska Bidder/Proposer</i> .....	11
2.16 PRICE PREFERENCES .....	11
2.16.1 <i>Alaskan Bidder's Preference</i> .....	11
2.16.2 <i>Alaska Employment Program Preference</i> .....	12
2.16.3 <i>Alaskans with Disabilities Preference</i> .....	12
2.16.4 <i>Employers of People with Disabilities Preference</i> .....	12
2.16.5 <i>Certification of Qualification for Disability Preferences</i> .....	12
2.16.6 <i>Alaska Veteran’s Preference</i> .....	12
2.17 PRICE EVALUATION FORMULA .....	12
2.18 INTERVIEWS FOR CLARIFICATION .....	12
2.19 DISCUSSIONS FOR BEST AND FINAL OFFERS.....	13
2.20 CONTRACT NEGOTIATIONS.....	13
2.21 FAILURE TO NEGOTIATE .....	13
2.22 NOTICE OF INTENT TO AWARD .....	13
2.23 INFORMAL DEBRIEFING .....	13
2.24 PROTESTS AFTER AWARD .....	13
<b>SECTION 3. STANDARD CONTRACT INFORMATION .....</b>	<b>14</b>
3.1 CONTRACT TYPE AND TERM.....	14
3.2 CONTRACT APPROVAL .....	14
3.3 STANDARD CONTRACT PROVISIONS – APPENDIX A AND APPENDIX B .....	14
3.4 STANDARD CONTRACT PROVISIONS – APPENDIX D .....	15
3.5 PROPOSAL AS PART OF THE CONTRACT .....	15
3.6 ADDITIONAL TERMS AND CONDITIONS .....	15
<b>SECTION 4. BACKGROUND IN FORMATION.....</b>	<b>16</b>
<b>SECTION 5. SCOPE OF WORK .....</b>	<b>17</b>

5.1	GENERAL REQUIREMENTS .....	17
5.2	TASKS AND RESPONSIBILITIES .....	17
5.2.1	<i>Development of a Strategic Communications Plan</i> .....	17
5.2.2	<i>Implementation of Communications Plan</i> .....	18
5.2.2.1	Media Strategies .....	18
5.2.2.3	Graphic Design and Art Production .....	18
5.2.2.4	Writing and Editing .....	18
5.2.2.5	Website Communications .....	18
5.2.2.6	Advertising .....	18
5.2.2.7	Government Affairs and Advocacy .....	18
5.2.2.8	Manage Special Events .....	18
5.2.3	<i>Assistance with Public Involvement Planning:</i> .....	18
5.2.3.1	Meeting Facilitation and Planning .....	19
5.3	DELIVERABLES .....	19
5.4	THE WORK ORDER PROCESS .....	19
5.5	INITIAL WORK ORDERS .....	20
5.4	OTHER CONSIDERATIONS .....	20
<b>SECTION 6. PROPOSAL SUBMISSION FORMAT .....</b>		<b>22</b>
6.1	INTRODUCTION .....	22
6.2	UNDERSTANDING OF THE PROJECT AND COMMITMENT .....	22
6.3	PERSONNEL AND FIRM QUALIFICATIONS AND EXPERIENCE .....	22
6.4	CONCEPTUAL APPROACH AND RESPONSE TO INITIAL WORK ORDERS .....	23
6.4.1	<i>Conceptual Approach To Contract Tasks</i> .....	23
6.4.1	<i>Response to the Communications Plan and Public Outreach Initial Work Orders</i> .....	23
6.5	COST PROPOSAL .....	24
6.5.1	<i>Cost Proposal for Work Order One (Development of Strategic Plan and Public Meeting)</i> .....	24
6.5.1	<i>Fee Schedule</i> .....	25
<b>SECTION 7. EVALUATION CRITERIA.....</b>		<b>26</b>
7.1	EVALUATION PROCESS .....	26
7.1.1	<i>Confidentiality of the Evaluation Process</i> .....	26
7.1.2	<i>Procurement Officer Review</i> .....	26
7.1.3	<i>Conflict of Interest Review</i> .....	26
7.1.4	<i>Evaluation Committee Review</i> .....	26
7.2	EVALUATION CRITERIA .....	27
7.2.1	<i>5% Project Understanding and Commitment</i> .....	27
7.2.2	<i>20% Personnel &amp; Firm Qualifications, Experience</i> .....	27
7.2.3	<i>25% Conceptual Approach to all tasks and initial work Orders</i> .....	28
7.2.5	<i>40% Cost</i> .....	28
7.2.6	<i>10% Alaska Proposer Preference</i> .....	28
7.3	CONTRACTOR SELECTION.....	28
<b>STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES.....</b>		<b>29</b>
<b>APPENDIX A - GENERAL PROVISIONS .....</b>		<b>30</b>
<b>APPENDIX A – SUPPLEMENTAL GENERAL PROVISIONS.....</b>		<b>32</b>
ARTICLE 15.	CONTRACT PERSONNEL .....	32
ARTICLE 16	SUBCONTRACTORS .....	32
ARTICLE 17	CONTRACT INVALIDATION .....	32
ARTICLE 18	TERMINATION FOR DEFAULT .....	32
ARTICLE 19	CONFLICT OF INTEREST .....	33
ARTICLE 20	NEWS RELEASES .....	33
ARTICLE 21	CONTRACT CHANGES .....	33
ARTICLE 22	CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS .....	33
ARTICLE 23	REIMBURSEMENT TO THE AUTHORITY FOR UNACCEPTABLE DELIVERABLES .....	33
<b>APPENDIX B - INDEMNITY AND INSURANCE .....</b>		<b>34</b>
<b>APPENDIX D CONSIDERATION (SAMPLE CONTRACT TERMS).....</b>		<b>35</b>
D.1.	AUTHORIZED CONTRACT LIMITS .....	35

D.2 CONTRACT LABOR RATES .....35  
D.3 EXPENSES:.....35  
D.4 MARK UP .....36  
D.5 NON-REIMBURSABLE COSTS .....36  
D.6 REQUIREMENTS FOR PRICING WORK ORDERS .....36  
D.7 PAYMENTS .....37  
**ATTACHMENT D-1 - SAMPLE WORK ORDER/NOTICE TO PROCEED (NTP) .....38**  
**ATTACHMENT 1 PROJECT SCHEDULE FROM PRELIMINARY APPLICATION DOCUMENT .....40**

## SECTION 1. INTRODUCTION AND INSTRUCTIONS

### 1.1 Purpose of this Request for Proposals (RFP)

The purpose of this RFP is to solicit proposals for a full range of public relations services and resources to assist the Susitna-Watana Hydroelectric Project offices in its public involvement processes related to the development of the Susitna-Watana project.

The Authority anticipates contracting with a firm or team that has the ability to provide all the services requested in this RFP. Teaming is encouraged however one firm should be designated as lead on the contract.

The goal is to have one team that will be able to efficiently and effectively assist the AEA Susitna-Watana Project office with the development and implementation of a strategic communications plan which includes but is not limited to; media relations, publication development and design, presentations and special event planning, advocacy assistance, website strategy, and assistance with public involvement planning.

### 1.2 Minimum Contractor Requirements to Respond

Offerors interested in responding to this request must meet the following minimum requirements. Except as noted, the Offerors may meet these requirements through the use of qualified employees of the Offeror or through subcontractors. The Offeror must:

1. Have an office and key staff within 40 miles of Anchorage.
2. Have current Alaska Business License
3. Have a proven track record for creative excellence in strategic communications and media relations.
4. Demonstrate experience having managed communications for a project that required multiple levels of public and private sector involvement.

### 1.3 Conflicts of Interest

Offeror's may have current or pending client relationships that may create an appearance of or an actual conflict of interest regarding work that may be requested under this contract. Offerors should document in their proposal any current or pending relationships they are aware of that may create a conflict or an appearance of conflict of interest (Ref 6.1). Offeror's that identify potential conflicts of interest with existing clients may still be considered for award provided the proposals submitted address all other requirements of the RFP.

### 1.4 Issuing Office

Physical and Mailing Address:  
Alaska Energy Authority (AEA)  
813 West Northern Lights Blvd  
Anchorage, AK 99503

Contact: Christopher Rutz, Procurement Officer.  
Telephone: (907) 771-3015  
E-mail: crutz@aidea.org

One (1) free RFP, with associated contract documents, may be picked up or requested from the issuing office during the regular work hours of 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m., Monday through Friday excluding state holidays.

AIDEA/AEA assumes no liability for incorrect addresses or delivery of RFP packages by public or private carriers.

### 1.5 Mailing Address 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) clearly labeled and marked as a proposal in a manner noted below to avoid premature opening by staff:

From: Offeror's Return Address

To: Alaska Industrial Development and Export Authority  
Alaska Energy Authority  
813 West Northern Lights Blvd.  
Anchorage, AK 99503  
ATTN: Christopher Rutz

**TITLE: RFP 2012-0800-0919, Public Relations Services for the Susitna-Watana Project**  
**DUE: February 21, 2012 4:00 p.m.**

Proposals must be received in writing at the AEA office, **no later than 4:00 p.m., Alaska Standard Time, February 21, 2012.** Failure to meet the deadline will result in disqualification of the proposal without review.

#### **1.6 Questions about the RFP**

Any technical or procedural questions regarding the RFP or contractual documents should be directed to the Procurement Officer. All questions, that require clarification or interpretation of this RFP, which cannot be answered by careful review of the document, must be received in writing at the issuing office address before the due date for proposals. The Procurement Officer will respond in writing if the question cannot be answered by directing the Offeror to the appropriate section of the RFP. Copies of any written response to questions will be made available to all parties that receive the RFP.

Any technical or procedural questions or correspondence concerning protest of the intent to award of a contract (See Section 2.24) should be addressed to:

Christopher Rutz, Procurement Officer  
Alaska Energy Authority  
813 West Northern Lights Blvd.  
Anchorage, AK 99503  
Phone: (907) 771-3015  
E-mail: crutz@aidea.org

#### **1.7 Location of Work**

The AEA Susitna-Watana Project Offices are located in the Sunshine Mall at 411 W Fourth Ave. Suite 1, Anchorage, Alaska., The contractor will be expected to be available offices as needed to meet with staff however it is expected that the contractor may need to conduct meetings in Mat-Su Valley, Talkeetna, and other locations state and coordinate site visits to project location.

#### **1.8 Funding of the Contract**

The legislature provided a \$65 million capital appropriation to fund the Susitna-Watana Hydroelectric Project in FY2012 which includes funds for all staff, contractors, and expenses. This contract is anticipated to be funded from that appropriation. Continued funding is subject to additional appropriations. The initial contract authorization will be budgeted at a not-to-exceed limit of \$500,000 for first one-year contract period. The Authority makes no guarantee as to any minimum or maximum amount of work that the contractor may perform under this contract. It is anticipated that the contract

amount will be increased as needed during the contract term depending on amount of work that may be required during the permitting process.

### **1.9 Period of Performance**

The initial period of performance will be established from date of contract signature of the Authority for a period of one year with four (4) additional one-year renewal options based on satisfactory completion of work. All renewal options will be exercised at the sole option of the Authority.

### **1.10 Solicitation and Advertising**

In accordance with 2 AAC 12.220 notice of this solicitation for proposals is being published on the State of Alaska website at [State.ak.us](http://State.ak.us) under Online Public Notices. Notices may also be sent to selected vendors whom AEA believes may be capable of responding.

### **1.11 RFP/Contract Management**

The Executive Director of the Authority, or her designee, must approve the contract and any amendments prior to execution.

The Procurement Officer, as referenced in this RFP, is the person responsible for conducting the solicitation and overseeing the work of the Project Manager and Evaluation Committee to assure compliance with state procurement policy and AEA guidelines, making determinations with respect to a protest or claim as required by law, and final review and approval of the contract.

The Project Manager will participate in the evaluation of proposals, make recommendations for negotiations, and negotiate the final terms and conditions of the contract, subject to the Procurement Officer's approval. The Project Manager is also responsible for contract administration that includes reviewing proposals for changes, approving invoices and deliverables, and evaluating performance.

### **1.12 Definitions**

For the purposes of this RFP and any resulting contract, the following definitions apply:

- "State" would be taken to mean AEA as an entity of the State or other departments within the State depending on the context of the clause.
- "AEA" or "Authority" refers to the Alaska Energy Authority, a separate corporation as defined by AS 44.83.020.

## **SECTION 2. STANDARD PROPOSAL INFORMATION**

### **2.1 Proposal Preparation Costs**

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

### **2.2 Required Review - Protests Prior to Award**

Offerors must carefully review the RFP for defects and questionable or objectionable material. Such defects must be reported to the Procurement Officer at the issuing office in writing and received prior to the deadline for receipt of proposals. This will allow sufficient time for the Procurement Officer to issue an amendment, if one is required; and it will help prevent the evaluation of proposals based on a defective RFP. Protests based on an omission, error, or the content of the RFP, will be disallowed if notice of the defect is not made as set out above.

AS 36.30.560-565, provides that an interested party may protest alleged improprieties or ambiguities in a solicitation. If a potential Offeror wishes to protest the alleged improprieties or ambiguities in this RFP, the protest must be received by the Procurement Officer in writing at least ten days prior to the deadline

for receipt of proposals. The protest must include the same information noted in Section 2.24, Protests after the Award. Protests based on alleged improprieties or ambiguities in the RFP, will be disallowed if notice of the defect is not made as set out above.

### **2.3 Questions Received Prior to Opening of Proposals**

All questions must be addressed to the Procurement Officer. Two types of questions generally arise. One may be answered over the telephone by directing the questioner to a specific section of the RFP. Other questions may be more complex and may require a written amendment to the RFP. The Procurement Officer will make that decision. The interested party must confirm telephone conversations that involve complex questions by following up in writing.

### **2.4 Addenda to the RFP**

Addenda may be issued at the Authority's option. However, no oral change or interpretation of any provision contained in this RFP made by any employee or representative of the Authority at any time during the solicitation process should be construed by an Offeror as either an addition or change to the RFP. Written addenda will be issued when changes, clarifications, or amendments to this RFP are deemed necessary by the Procurement Officer.

All addenda and other notices will be posted and available on the State of Alaska on-line notice website at:

<http://notes3.state.ak.us/pn>

An interested Offeror may request modifications to the scope, specifications, deadlines, or administrative requirements. Final acceptance or denial of any request is the decision of the Procurement Officer. Failure of the Procurement Officer to respond in writing to a request for addenda to the RFP shall be considered a rejection of the request.

It is the Offeror's responsibility to assure they have received and reviewed all addenda and notices related to the RFP. Proposals that fail to address material requirements in any addenda may be rejected as non-responsive.

### **2.5 Correction, Modification, or Withdrawal of Proposals**

A proposal may be corrected, modified or withdrawn by providing a written request from an authorized agent of the Offeror to the Procurement Officer before the time and date set for receipt of the proposals. After proposals are opened, modifications may be allowed prior to completion of the evaluation process if the Evaluation Committee determines that it is in the best interest of the Authority to solicit modifications or best and final offers. Modifications to proposals or best and final offers will be solicited in accordance with AS 36.30.240 and 2 AAC 12.290. The apparent successful Offeror may be requested to modify or correct his proposal during contract negotiations to the extent it is in the best interest of the State (2 AAC 12.315).

### **2.6 Authorized Signature / Offeror's Certification**

Proposals must be signed by an individual authorized to bind the Offeror to its provisions. By their signature the Offeror is:

1. Certifying the proposal is valid for at least sixty (60) days from the proposal receipt deadline.
2. Certifying compliance of all terms and conditions set out in this RFP.
3. Certifying under penalty of perjury the price submitted was independently arrived at without collusion.



4. Certifying compliance with: 1) the laws of the State of Alaska; 2) the applicable portion of the Federal Civil Rights Act of 1964; 3) the Equal Employment Opportunity Act, the Americans with Disabilities Act (ADA) and the regulations issued there under by the federal government;
5. Certifying 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. (Ref 2 AAC 12. 725)

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/>

If any Offeror fails to comply with the above certification requirements, the Authority reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

## **2.7 Conflict of Interest – General**

Each proposal shall include 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 and the bidders' statement and make a determination whether in its' opinion a conflict of interest exists. This decision shall be made solely in AEA's best interest. If the Authority determines that there is a conflict of interest, the offer shall be determined to be nonresponsive. If a conflict of interest is discovered after contract award, the Authority, after review of the facts surrounding the conflict, may terminate the contract.

## **2.8 Licenses**

All Offerors are required to hold a valid Alaska business license and the necessary applicable professional licenses required by Alaska Statute. For more information on these licenses, contact the Department of Commerce, Community, and Economic Development, Division of Occupational Licensing, P.O. Box D--LIC, Juneau, Alaska 99811. Telephone (907) 465-2534, [www.dced.state.ak.us/occ/](http://www.dced.state.ak.us/occ/)

AS 36.30.210(a) requires that Offerors submit evidence of a valid Alaska business license when submitting offers in response to proposals. **If evidence of a valid Alaska business license is not submitted with the proposal, the Offeror's proposal will be rejected as nonresponsive.** Acceptable evidence that the Offeror possesses a valid Alaska business license may consist of any one of the following:

- a. a copy of the Alaska business license;
- b. a certification by the Offeror in the proposal that the Offeror has a valid Alaska business license with the license numbers included 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 business license office; or
- e. a sworn notarized affidavit that the Offeror has applied and paid for the Alaska business license.

Proposals submitted by joint ventures are required to have a license in the name of the joint venture. The business licenses should be in the name of the Offeror, unless otherwise required by the Department of Commerce, Community, and Economic Development.

## **2.9 Subcontractors**

The Offerors may subcontract portions of the project tasks. Offerors will be required to submit the names and addresses of all subcontractors and the type and percentage of work they will be providing.

The successful contractor must supply proof of appropriate subcontractors' Alaska business licenses for those businesses that will be doing work inside Alaska, within a reasonable time, after the Notice of Intent to Award is issued according to AS 36.30.210(a).

If the successful 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. Failure to provide this statement may result in the proposal being declared a "joint venture" proposal for the purpose of calculating the Alaska Proposer's preference.

## **2.10 Joint Ventures**

Joint Venture proposals will be accepted for the performance of this contract. However, the joint venture must obtain an Alaska business license prior to submitting their proposal as required by Alaska Law.

## **2.11 Disclosure of Proposal Contents**

All proposals and related documents submitted in response to this RFP are considered public documents and subject to AS 40.25.

However, AS 36.30.230, requires the Procurement Officer open proposals so as to avoid disclosure of contents to competing Offerors during the process of negotiations. All proposal information will be kept confidential until the Notice of Intent to Award is issued.

AS 36.30. 230 also provided to the extent the Offeror designates and the Procurement Manager concurs, trade secrets and other proprietary data contained in proposals may be considered confidential. Any information and documents the Offeror considers is proprietary or a trade secret must be clearly marked "Confidential" in the proposal and include a brief statement as to the need for confidentiality. The Authority will follow the process identified under 7.1.2 in reviewing any request that information be considered confidential.

Offerors are advised that it is the Authority's position that the cost information provided in response to this solicitation is not considered proprietary and the Authority will not sign any Offeror's non-disclosure agreement.

The contract files will include a copy of each proposal submitted and will be open to reasonable inspection by the public. (Ref AS 36.30.510.) Information that the Procurement Officer concurs is confidential will be kept in a sealed envelope with the contract file.

All proposals and material submitted become the property of the Authority and may be returned only at the Authority's option.

One copy of each proposal submitted will be kept on file by the Authority for a minimum of two years. The successful proposal will be kept on file for the duration of the contract plus seven years.

## **2.12 Multiple or Alternate Proposals**

In accordance with 2 AAC 12.830, multiple or alternate proposals may be considered responsive and will be evaluated separately.

## **2.13 Right of Rejection**

Offerors must comply with all of the terms of the RFP, with AS 36.30, the State Procurement Code, and all applicable local, state, and federal laws, codes, and regulations.

The Procurement Officer, based on recommendations of the Evaluation Committee, may reject any proposals that do not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Minor informalities, that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other offers; that do not change the meaning or scope of the RFP; that are trivial, negligible, or immaterial in nature; that do not reflect a material change in the work; or, that do not constitute a substantial reservation against a requirement or provision; may be waived by the Procurement Officer.

AEA reserves the right to reject all proposals if it is determined that award would not be in the best interest of the Authority in accordance with AS 36.30.350. If all proposals are rejected, they will be returned in accordance with AS 36.30.230(B).

## **2.14 Evaluation of Proposals**

All responsive proposals received will be reviewed and evaluated by a committee that will be made up of the Authority's representatives or staff. Other representatives may be added as appropriate, provided the Evaluation Committee is made up of at least the designated Procurement Officer and two Authority employees in accordance with 2 AAC 12.260. Each member shall exercise independent judgment and no member's vote or score will be weighted more than any other. The evaluation will be based on the evaluation factors set out in Section 7 of this RFP.

## **2.15 Alaskan Offeror's Preference**

2 AAC 12.260 (e) provides an Alaskan Offeror's a 10 percent overall evaluation point preference. Alaska bidders, as defined in AS 36.30.170, are eligible for the preference. This preference will be added to the overall evaluation score of each qualified Alaskan Offeror. Each qualified Alaskan Offeror will receive 10% of the total available points, added to their evaluation score, as a preference.

### **2.15.1 Qualifying as an Alaska Bidder/Proposer**

AS 36.30.170 describes an Alaska bidder as a person who:

- [a] Holds a current Alaska business license;
- [b] Submits a proposal for services under the name as appearing on the person'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 RFP;
- [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, or is a partnership and all partners are residents of the state; and
- [e] If a joint venture is composed entirely of ventures that qualify under [a] through [d] of this subsection, if applicable, refer to 2.11.

It is the responsibility of the Offeror to include in their proposal, a statement of their qualification for the Alaska Bidder/Proposer preference.

## **2.16 Price Preferences**

What follows are references to preferences that may apply to certain Alaskan businesses when calculating the cost. If those Alaskan businesses qualify, the preference(s) will affect the evaluation of the price offered. These preferences are applied before the proposals are evaluated for cost.

It is the Offeror's responsibility to state which preferences they qualify for in submitting their proposal.

### **2.16.1 Alaskan Bidder's Preference**

For the purpose of evaluating cost, Alaska bidders, as defined in AS 36.30.170, will receive a 5% Alaska bidder's preference as set out in 2 AAC 12.260 (d). This percentage will be

deducted from the total cost of a qualified Alaskan bidder's proposal. The adjusted cost will be the price used when evaluating the cost criteria. It is the responsibility of the Offeror to include in their proposal a statement of their qualification for the Alaska Bidder/Proposer preference.

#### **2.16.2 Alaska Employment Program Preference**

If an Offeror qualifies for the Alaskan bidder preference, under AS 36.30.170, and is offering services through an employment program, as defined under 36.30.990(17), the price of the proposal may be reduced by 15% for evaluation purposes.

#### **2.16.3 Alaskans with Disabilities Preference**

If an Offeror qualifies for the Alaska bidder preference, under AS 36.30.170, and is a sole proprietorship owned by a person with a disability, as defined in AS 36.30.170, the price of the proposal may be reduced by 10% for evaluation purposes.

#### **2.16.4 Employers of People with Disabilities Preference**

If an Offeror qualifies for the Alaska bidder preference, under AS 36.30.170, and, at the time the proposal is submitted, employs a staff that is made up of 50% or more people with disabilities, as defined in AS 36.30.170, the price of the proposal shall be reduced by 10% for evaluation purposes.

#### **2.16.5 Certification of Qualification for Disability Preferences**

The Division of Vocational Rehabilitation in the Department of Education maintains a list of Alaskan: [1] employment programs that qualify for preference, [2] individuals who qualify for preference as Alaskans with disabilities, and [3] employers who qualify for preference as employers of people with disabilities.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the employment program or disabilities preferences described above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the proposal is opened and must provide the Procurement Officer a copy of their certification letter. Offerors must attach a copy of their certification letter to their proposal. The Offeror's failure to provide the certification letter mentioned above, with their proposal, will cause the Authority to disallow the preference.

#### **2.16.6 Alaska Veteran's Preference**

If an Offeror qualifies under AS 36.30.175 Alaska Veteran's preference, a 5% preference [not-to-exceed \$5,000] shall be applied to the offer. In order to qualify Offeror shall submit either a DD Form 214 or a NGB Form 22 discharge certificate with their bid or proposal.

#### **2.17 Price Evaluation Formula**

The distribution of points based on price will be determined per AS 36.30.210, .250, and 2 AAC 12.260(d). The lowest priced proposal will receive the maximum number of points allocated to price using the methodology defined in Section 7.

Price proposals from qualified Alaskan Offerors or Offerors entitled to other preferences documented in Section 2.16 will be reduced by the appropriate percentage prior to scoring price. Reference 2 AAC 12.260 (d).

See Section 7 for additional Price evaluation criteria.

#### **2.18 Interviews for Clarification**

The Evaluation Committee may require Offerors to provide clarification of certain points in their proposals prior to completion of the evaluation process. The purpose of these interviews is to ensure

that the Evaluation Committee has a more complete understanding of the Offeror's proposal. Material changes to proposals or negotiations are not allowed in this process. Information requested for the purposes of clarification will be limited to verification of statements made in the Offeror's proposal. All Offerors will be given similar opportunities, as required, for clarification. Interviews will be conducted in such a manner that information derived from competing Offerors is not disclosed. Interviews will be scheduled at the convenience of the Issuing Office. AS 44.62.310, does not apply to meetings with Offerors conducted under this section. Interviews may be conducted by teleconference.

### **2.19 Discussions for Best and Final Offers**

The Authority may require written or oral submittals from Offerors for the purpose of clarification in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these submittals will be to ensure the Offeror has a full understanding of the requirements of the RFP. Discussions will be limited to sections of the RFP identified by the Evaluation Committee.

Discussions, if held, will be with Offerors who have submitted a proposal deemed reasonably susceptible for award by the Evaluation Committee. Discussions would be after the Evaluation Committee has completed the preliminary evaluation of proposals. If modifications are made as a result of these discussions they will be put in writing.

Following discussions, the Evaluation Committee may set a time for best and final proposal submissions from those Offerors with whom discussions were held. Re-evaluation of the best and final proposals will be limited to the specific sections of the RFP opened to discussion by the Procurement Officer.

### **2.20 Contract Negotiations**

Upon completion of the evaluation process, contract negotiations will commence in accordance with 2 AAC 12.315. It is anticipated that all contract negotiations will be held at the Authority, 813 West Northern Lights Blvd., Anchorage, Alaska, or by teleconference.

### **2.21 Failure to Negotiate**

If the selected Offeror fails to provide the necessary information for negotiations in a timely manner, negotiate in good faith, or cannot perform a substantial portion of the contract within the amount of budgeted funds available for the project, the Authority may terminate negotiations and negotiate with the next highest ranked contractor, or terminate the award of the contract.

### **2.22 Notice of Intent to Award**

After completion of the evaluation process and contractor negotiations, the issuing office will issue a Notice of Intent to Award to all Offerors. This notice will contain the names and addresses of all the Offerors including the intended recipient of the contract.

### **2.23 Informal Debriefing**

Any unsuccessful Offeror may request and receive an informal debriefing either ten (10) working days after the Notice of Intent to Award is mailed out or, if there is a protest, upon completion of the protest process. The debriefing shall be limited to the Offeror's proposal, concentrating on the areas considered deficient or inferior. The merits of other proposals will not be discussed. A formal review may be requested by writing to the Procurement Officer at the Issuing Office address.

### **2.24 Protests after Award**

In accordance with AS 36.30.560, an interested party may protest an award of contract or the proposed award of a contract, or a solicitation by an agency. The protest shall be received in writing at the address below within ten (10) calendar days after the Notice of Intent to Award is issued.

Christopher Rutz, Procurement Officer

Alaska Energy Authority  
813 West Northern Lights  
Anchorage, AK 99503  
Phone: (907) 771-3015

The protest must include the following information:

1. The name, address, and telephone number of the protester;
2. The signature of the protester or the protester's representative;
3. Identification of the contracting agency and the solicitation or contract at issue;
4. A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
5. The form of relief requested.

Protests filed by e-mail without a signature are not acceptable. Fax copies of the protest containing a signature or scanned e-mail attachments with a signature are acceptable.

All Offerors will be notified of any protest. Review of protests, decisions of the Procurement Officer, hearings and appeals will be conducted in accordance with AS 36.30, the State Procurement Code.

### **SECTION 3. STANDARD CONTRACT INFORMATION**

#### **3.1 Contract Type and Term**

The contract awarded as a result of this RFP will be non-guaranteed minimum term contract. The term contract will initially be for 1 year, starting in early March 2012, with the option for the Authority to renew for four additional one-year periods subject to availability of funds. The contract may be extended for a final year, or longer, if needed for the purposes of completing work authorized under a previously awarded Work Order/NTP. No work outside the scope of a previously awarded Work Order/NTP will be undertaken during the final extension period.

The Authority makes no guarantee as to the amount of work that will be available during the period of the contract and any subsequent renewals. Work will be requested and contracted as needed using the processes identified under Sections 5.4 of this RFP.

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 month-to-month extension at least 30-days before the desired date of cancellation.

#### **3.2 Contract Approval**

This RFP does not, by itself, obligate AIDEA. The Authority's obligation will commence when the Executive Director of the Authority, or the Executive Director's designee, approves the contract and issues an NTP for work. Upon written notice to the Contractor, the Authority may, if it wishes, set a different starting date for the contract. AIDEA 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 AIDEA.

#### **3.3 Standard Contract Provisions – Appendix A and Appendix B**

The Offeror must commit to comply with the standard contract provisions set out in Appendix A and Appendix B. (Attached to this RFP) Objections to any of the provisions in Appendix A or Appendix B must be set out in the Offeror's proposal. The Authority will not consider alternations to any of the standard terms of Appendix A or Appendix B if the Offeror fails to include their objections with their proposal.

No alteration of these provisions will be permitted without prior written approval from the Department of Law and the State of Alaska Division of Risk Management with regard to Appendix B.

The State reserves the right not to award a contract to an otherwise most qualified Offeror who will not agree to all the standard terms and conditions of Appendix A and Appendix B2.

### **3.4 Standard Contract Provisions – Appendix D**

Unless otherwise noted their proposal it is expected that Offeror agrees to and will comply with the payment terms and conditions referenced in this RFP as Appendix D Consideration Sample Contract terms. Objections to any of the provisions in this Appendix must be set out in the Offerors proposal.

### **3.5 Proposal as Part of the Contract**

All or part of the final proposal may be incorporated into the final negotiated contract.

### **3.6 Additional Terms and Conditions**

Appendix A Supplemental General Provisions (Attached to the RFP) will be incorporated into the final contract award along with other terms and conditions identified in the Scope of Work.

AIDEA reserves the right to include additional terms and conditions during the contract negotiations. These terms and conditions must be within the scope of the original RFP and contract documents, and will be limited to cost, clarification, definition, and administrative and legal requirements.

If after award of a contract: 1) a conflict arises between terms offered in contractor's proposal and the terms of the contract or RFP, the terms of the contract or RFP will prevail; and 2) the Authority's rights would be diminished as a result of application of a contractor's supplemental term or condition included in the contractor's proposal, the supplemental term or condition will be considered null and void.

## **SECTION 4. BACKGROUND INFORMATION**

The Alaska Energy Authority (AEA) is a public corporation of the State of Alaska, constituting a political subdivision within the Department of Commerce, Community and Economic Development but with separate and independent legal existence under the laws of the State. It was created by the Alaska Legislature in 1976 to reduce the cost of energy in Alaska.

AEA accomplishes its mission through a number of programs. These programs consist of AEA's alternative energy, power project loan fund, bulk fuel revolving loan fund, renewable energy grant program, bulk fuel and rural power system upgrades program, and power cost equalization program. These programs provide assistance for providing for the operation and maintenance of existing AEA-owned projects, assistance in the development of safe, reliable, and efficient energy systems, and assistance in reducing the cost of electricity in Alaska.

Senate Bill 42 Authorized the Alaska Energy Authority to move forward with the permitting and licensing process for the Susitna-Watana Hydroelectric Project, a proposed ~700 foot dam on the upper Susitna River above Devils Canyon. The project will supply roughly half of the Railbelt's electrical needs while advancing the State toward its goal of 50 percent renewable energy by 2025. As a result of the legislation AEA hired staff and established the Susitna-Watana Hydroelectric Project office with dedicated project staff to move forward with the permitting and licensing process. The office is currently located in the Sunshine Mall in downtown Anchorage at 411 W. Fourth Ave, Suite 1.

Because the Project is licensed under the Federal Energy Regulatory Commission (FERC) Integrated Licensing Process, there are specific requirements AEA will need to follow and deadlines that will need to be met to assure the process proceeds in a timely manner. Copy of the project schedule with some key milestones from the Preliminary Application Document (PAD) submitted by AEA to the FERC on 12/29/2011 is included as Attachment 1 to this RFP. A critical part of the application process involves establishing, developing, and maintaining communications regarding the project with the Railbelt communities, public, government agencies, utilities, non-government organizations, (NGOs), the media, and other interested parties.

The Susitna-Watana Hydroelectric Project is seeking to contract with a public relations team with a proven track record for creative excellence in strategic communication, media relations and public involvement in development projects to assist AEA in developing and implementing a communications plan for the project.

The overall goal of the contract awarded as a result of this RFP will be to enhance awareness of the Project with multiple audiences and develop and assist AEA with the implementation of a strategic communications and public outreach plan.

AEA anticipates a well thought-out strategic communications plan will simplify the public involvement process by providing a systematic approach to target specific audiences, maximizing the use of available resources and minimizing delays by ensuring that public involvement activities are coordinated with other project tasks and milestones.

More Information about the project is available at [Susitna-watanahydro.org](http://Susitna-watanahydro.org) and [AKenergyauthority.org](http://AKenergyauthority.org).



## SECTION 5. SCOPE OF WORK

### 5.1 General Requirements

The Authority anticipates contracting with a firm or team that has the ability to provide all the services requested in this RFP. We expect one firm will be the lead however given the scope of work it is possible, and may be preferable, that certain aspects of work be done by subcontractors or others the contractor may be able to partner with who can provide the needed services. Teaming is encouraged however one firm should be designated as lead on the contract.

The goal is to have one team that will be able to efficiently and effectively assist the Authority with the following tasks.

1. Development of a strategic communications plan;
2. Assistance with implementation of communications plan that would include but not be limited to:
  - a. Media relations
  - b. Publication development and design;
  - c. Presentation and special event planning and support;
  - d. Advocacy assistance, as necessary;
  - e. Assisting with website strategy and enhancements.
3. Assistance with public involvement planning that may include but not be limited to:
  - a. Alaska Native consultation
  - b. Meeting facilitation and planning
  - c. Public scoping meetings and research

### 5.2 Tasks and Responsibilities.

The Authority intends to contract with a team of experts who will be able to work on a task-order basis to provide a full range of public relations services and resources to assist the Susitna-Watana offices in its public involvement processes related to the development of the Susitna-Watana project. Below is a summary of the major tasks that the contractor may be called upon to perform during the term of the contract. Additional public relations or public involvement planning tasks may be added during the period of the contract.

#### 5.2.1 Development of a Strategic Communications Plan

The contractor will be expected to work with Susitna-Watana Hydroelectric Project public outreach liaison to develop a strategic communications plan that identifies target audiences and appropriate communications tools and methods that can be used for both informing and gathering information from these targeted audiences during the permitting process. It is anticipated that the plan will set out a strategy for communicating with the public and resource agencies about the project. At a minimum it is anticipated that the plan will include:

1. Identification of target audiences that need to be involved in the process, can potentially influence outcomes, and may require focused communications efforts during the permitting process;
2. Identification of community concerns and potentially controversial issues;
3. Identification of communications methods, tools, and materials needed to inform the targeted audiences the public to provide opportunities for substantive input;
4. Identification of possible cooperative promotional opportunities with other government and nongovernment agencies at a state, federal and community level;
5. Identification of any critical timing issues, deadlines, or key milestones that may need to be addressed to meet FERC obligations and provide for appropriate stakeholder participation;
6. Incorporation and development of communication protocols;
7. Recommendations for media strategies which may include promotional programs and informational campaigns, market or program surveys, or other research as may be required;

8. A proposed public involvement plan;
9. Identification of contractor or other resources needed to implement the plan and cost estimates for specific aspects of the plan.

## **5.2.2 Implementation of Communications Plan**

It is expected that the contractor's team will provide the necessary resources to implement the strategic communications plan, subcontract as needed, or assist the Authority in contracting directly for services that may be required to implement the plan. The scope of work and fee for accomplishing each task or phase of work will be determined in each negotiated work order. However below is a list of tasks the contractor's team may be expected to perform in implementing the communications plan.

### 5.2.2.1 Media Strategies

Detail a tactical approach to communicate and raise public awareness of the Susitna-Watana Hydroelectric Project, to include: pitching stories, story ideas, scheduling meetings and interviews with media, creation of press kits, preparation of talking points and creation of editorial and media contact lists. Target audiences include local, statewide, national and international media.

### 5.2.2.3 Graphic Design and Art Production

Design and produce materials to communicate in various printed and produced formats, to include but not limited to the annual Report to the Legislature, fliers, brochures, annual reports, fact sheets, e-newsletters, web pages, etc.

### 5.2.2.4 Writing and Editing

Draft and edit news releases, media advisories, articles and other copy, as needed.

### 5.2.2.5 Website Communications

Work with Susitna-Watana Hydroelectric Project staff to develop [Sustina-Watanahydro.org](http://Sustina-Watanahydro.org) as a tool to effectively reach internal and external stakeholders. Work may include:

1. Gathering and reviewing information to understand the web audience and usage
2. Clearly define overall goals and how to use the web to communicate project information to target audiences
3. Website upgrades to enhance functionality and information access to target audiences
4. Site maintenance and document control
5. Coordination with other project related websites, IE ARLIS project library, AEA website
6. Web management and technical development support
7. Integration of new and social media options to provide user-generated content

### 5.2.2.6 Advertising

Work may include the creation, production and placement of print, radio and television advertising to promote the Susitna-Watana Hydroelectric Project and related activities.

### 5.2.2.7 Government Affairs and Advocacy

Work with Susitna-Watana Hydroelectric Project staff to develop an advocacy agenda and to identify potential partners and recommend any necessary refinements to strategy.

### 5.2.2.8 Manage Special Events

Propose the creation of special events such as community activities, site visits and press conferences, or involvement in trade shows and conferences. If implemented, manage all aspects, including staging, program agenda, collateral materials, etc.

## **5.2.3 Assistance with Public Involvement Planning:**

Prior to and in conjunction with the communications plan the contractors team will be requested to assist with tasks related to gathering information from and sharing information with a variety of public

audiences. Work may include but not be limited to: Alaska Native consultation, meeting facilitation and planning, public scoping meetings, and research.

#### **5.2.3.1 Meeting Facilitation and Planning**

Ensure the Susitna-Watana Hydroelectric Project is engaging the public through the coordination and execution of formal public hearings, information public “open house” meetings, workshops and presentations. Public meetings may include FERC-required meetings and community outreach opportunities and may include travel to communities outside of Anchorage and communicating to Alaska Native entities. Work to include:

1. Working with Susitna-Watana Hydroelectric Project staff to identify opportunities for presentations;
2. Developing presentation materials (including pertinent graphics and visual aids);
3. Notifying interested parties of the meeting date, place and time; advertising the meeting through local media and methods;
4. Arranging for an interpreter of the local native language, if necessary;
5. Reserving facilities;
6. Providing comment sheets for written comments;
7. Preparing meeting agenda;
8. Preparing a written meeting summary.

#### **5.2.4 Other Related Services**

Offerors are welcome to propose other communications/public relations services or resources they may be able to provide during the term of the contract that could benefit the project. The Authority, at its option, may include those related services in the scope of the final negotiated contract if it is in the best interest of the authority to do so.

#### **5.3 Deliverables**

It is expected that the deliverables will be identified in each negotiated Notice to Proceed (NTP) (see 5.4 for definition of process).

#### **5.4 The Work Order Process**

Cost for each task will be negotiated as a fixed price, fixed price plus expenses, or time and expenses work order based on the contract rates, terms, and conditions. All work orders will be capped with a not-to exceed price. It is the Authority’s intent to follow a process that will provide for a cost effective and efficient means to accomplish the work required.

The Authority will use the following work order assignment process:

1. The Authority will submit a request to the contractor by e-mail or phone describing the task(s) to be completed. Each request will:
  - a. Identify the tasks to be completed.
  - b. Identify anticipated deliverables.
  - c. Provide a deadline for completion of the task(s).
  - d. Provide a deadline for submission of the work order proposal.
2. Within the time frame identified in the work order request, the contractor will provide a written (e-mail may be sufficient) proposal that includes:
  - a. Concurrence with the plan and deliverables or an alternate plan and deliverables.
  - b. Estimated time involvement of key individuals.
  - c. A list of any proposed subcontractors and the work they will be doing.
  - d. A proposed work schedule identifying any critical decision points and expectations the contractor may have for the Authority for review or participation.

- e. A cost proposal to complete the work order that includes estimates of all labor, transportation, materials, and expenses to complete the project.
  - f. A fixed cost price or an estimated not-to-exceed price based on the number of hours for the project as proposed.
3. Upon receipt of the proposal the Authority will review the proposal with the contractor and either accept the proposal as offered or negotiate as needed to assure a mutual understanding of the work requested and resources needed to accomplish the necessary tasks.
  4. The final work order scope, terms, schedule, and cost will be agreed to in writing by both parties and the Authority will issue a written Notice to Proceed (NTP) with the work by fax or e-mail. (Reference Attachment 1 for copy of the Work Order/NTP form)

## **5.5 Initial Work Orders**

For the purpose of evaluating the Offeror's methodology and cost, Offers are required to present two specific work plans with their proposal. The purpose of these work plans is to allow the Offeror to demonstrate their understanding of how they intend to provide these services to the Authority, expectations they would have for the Authority, and identify the resources, time, and funds the Authority may need to budget for these specific tasks.

The first work order is expected to be development of the strategic communications plan identified in 5.2.2., including media relations strategies.

The second work order is related to coordinating public meetings identified under 5.2.3.1.

The final scope, schedule, and budget for each work order will be negotiated between the selected contractor and AEA after contract award.

## **5.4 Other Considerations**

1. The Contractor will be available by telephone, email and in person to the designated staff throughout the contract period.
2. The contractor will be aware of and ensure Susitna-Watana Hydroelectric Project outreach efforts remain in compliance with Federal Energy Regulatory Commission (FERC) Integrated Licensing Process (ILP) guidelines.
3. The Contractor must comply with the Susitna-Watana Hydroelectric Project communications protocol and notification requirements. Failure to comply may result in a material breach of contract and could result in termination of the contract.
4. Notification time periods for work may vary from 24 hours to several weeks, depending on the nature and complexity of work required.
5. Unless special requests are made (e.g., related to scheduled meetings or other scheduled presentations), the Contractor will be free to perform the requested tasks at its discretion within the timeframe allotted by AEA.
6. Additional Sub-contractors, not included in the original proposal or contract, may be used by the Contractor subject to Authority approval. The Contractor must submit the Sub-contractor's company name, names of key participants with resumes, address, phone, fax, email and a copy of the Sub-contractor's Alaska business license, as required, with each work order. The contractor may be requested to formally solicit proposals or quotes from multiple vendors or contractors for goods or services during the contract period.

7. The Contractor may be required to provide a detailed description of the work proposed to be completed by any Sub-contractor's in response to a work order and copies of agreements between the Sub-contractor and the Contractor.
8. The contractor is directly responsible for all work products provided by any subcontractors unless the Authority chooses to award a contract directly for specific goods or services solicited by the contractor such as printing, direct media placements, or other contractual services that may more efficiently be managed directly by AEA.
9. AEA makes no guarantee as to any minimum amount of work that will be given the successful Contractor.
10. The Contractor will be responsible for having all necessary equipment and other resources to perform the tasks.
11. The Contractor will seek to be efficient with regard to time expended and costs incurred.
12. Failure of the Contractor to respond to the work order requests timely or failure to complete work on time may be grounds for termination of the contract.
13. AEA staff will be available as needed to review Contractor work products in a timely manner.
14. Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by Susitna-Watana Hydroelectric Project Staff. For those contractor employees authorized access to sensitive information, the Contractor shall ensure these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.
15. Unless otherwise required by law or made public by AEA, all discussions with Agency staff will be kept confidential. In addition all documents, computer files and all other data compiled by or received by the Contractor under this Contract shall be treated by the Contractor as confidential and shall be delivered only to the designated project manager or other authorized staff as required in the contract. Its contents shall not be made known by the Contractor to any person other than personnel or Sub-contractors of the Contractor performing services under this Contract without written consent of AEA. The Contractor shall direct any request for documents, data or other records to the project manager.
16. Development of any web products must meet ADA requirements and be consistent with the State of Alaska's "look and feel" web standards unless the Authority receives an approved waiver. Copies of the standards are available at:

<http://www.state.ak.us/local/akpages/ADMIN/info/plan/standards.html>

## SECTION 6. PROPOSAL SUBMISSION FORMAT

The Authority wishes to discourage unnecessarily lengthy and costly proposal preparation, yet all proposals must contain the following information, formatted as requested. Proposals should be concise, limited to the requested information and easy to duplicate on a copy machine.

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.

### 6.1 Introduction

Include a Letter of Transmittal containing the complete name and address of the firm; name of the contact person for the proposal, mailing address, and telephone number; email address and a statement indicating you meet the minimum requirements of section 1.2 ; a copy or reference to your Alaska Business License; a statement confirming that the proposal is valid for sixty (60) days from closing date for receipt of proposals; a certification, as appropriate, that your firm qualifies as an Alaskan vendor in accordance with Section 2.15; and any potential issues you may be aware of that could cause a conflict of interest or appearance of conflict.

Include a title page showing:

RFP # 2012-0800-0919
Firm's Name
Date of Proposal

Include a Table of Contents.

### 6.2 Understanding of the Project and Commitment

Include a brief discussion of your understanding of the services required, your relevant experience working on project similar to the Susitna-Watana Hydroelectric Project and an entity like AEA. Provide a brief summary of how you believe you meet the minimum Contractor requirements listed in section 1.2. Discuss any relevant similarities or differences between working for AEA and other clients.

Include a summary what you think may be two or three of the biggest PR/communications issues you believe may be encountered in the performance of the contract and creative suggestions for addressing these problems. Also include your expectations for the Authority or other contractors that may be involved in this process.

Describe your availability to commit to work on this project for the possible 5 yr. term, subject to legislative funding approvals. Include other relevant work, projects, or clients that you have or may have during the period of performance that could impact your ability or create conflicts in providing services for the Authority.

### 6.3 Personnel and Firm Qualifications and Experience

Include a statement of qualifications and resumes for all key personnel designated to perform work under this RFP. Key personnel should at a minimum include individuals with responsibility for client relations, contract management, Project lead or project manager, creative, media relations and advertising, web design, and public outreach meeting coordination. It is understood that some individuals may serve multiple functions and not all critical functions are listed above.

The statement of qualifications should include:

- A list of key personnel in the company, 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.
- An organizational chart for the company.

- A listing of key partners or subcontractors that may be directly involved in this contract that you routinely work with, how they relate to your organization, and what their role may be in this contract.

Resumes of key personnel should include:

- Education including current certifications and professional memberships;
- Work history with reference names and phone numbers; and
- A listing of specific projects they were involved with.

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 that may be requested under this term contract.

Demonstrate experience in working on projects or with issues similar to those that may be encountered on the the Susitna-Watana Hydroelectric Project. Discuss in a brief narrative no more than five projects similar to what might be requested in this RFP that you or your partners have completed in the last 5 years. Include for each:

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

Provide no more than three samples or references to samples, for example the web-link to an active website, of materials your firm may have designed and produced related to the above projects.

#### **6.4 Conceptual Approach and Response to Initial work orders**

Under this section in your proposal the Authority is seeking understand how you would approach the tasks identified in section 5.2 of the RFP.

##### **6.4.1 Conceptual Approach To Contract Tasks**

Briefly discuss your firms conceptual approach to all the tasks outlined under section 5.2. Provide a brief description of the resources you have or how you would acquire the resources that may be needed to accomplish the different tasks. If appropriate, provide a discussion of what services you may need to provide through subcontractors, either current partners or to be selected at a later date. You may also detail any additional services you may offer under the contract based on your company's resources. Include any suggestions to provide efficient management of the contract or services the Authority may need.

##### **6.4.1 Response to the Communications Plan and Public Outreach Initial Work Orders**

Actual award and timing of these work orders will be contingent upon the contractor being selected for the term contract and a decision by the Authority to proceed.

Offerors must provide a specific response to completing task 5.2.1 and 5.2.3.1 with their proposal that includes:

1. A list of individuals who would work on this project, how many hours they would work and what tasks they would perform. Identify, as needed, any subcontractors and their time commitments or services they may provide.
2. How you would approach the work. At a minimum include:

- i. A brief description of how you propose to accomplish the task identified.
- ii. Provide the number of hours budgeted by individual by task.
- iii. Provide a work schedule. Include meetings and proposed interactions with the Authority. Identify who would participate in specific meetings and the purpose of those meetings.
- iv. Discuss any potential problems and methods to mitigate those problems that may arise during the performance of this work order.
- v. Include a brief discussion regarding your expectations for the Authority during the performance of this work order.
- vi. For the Communications Planning task consider the following additional requirements:
  - a. Work for this task will begin upon contract award and a first draft must be complete in 4 weeks with the final plan delivered by May 1, 2012.
- vii. For Meeting coordination task – 5.2.3.1 consider your specific approach to the following scenario and /tasks.
  - a. Produce one workshop in the Mat-Su Valley with a 4 week notice on the potential recreational opportunities related to the development of Su-Wat Project.
  - b. Participate in three ½ day planning meetings with AEA Staff and contractors.
  - c. Develop a meeting agenda
  - d. Provide advertising and specific notice to key stakeholders
  - e. Coordinate with four different AEA contractors or resource agencies to provide public presentation materials for the meeting
  - f. Locate and reserve facilities
  - g. Prepare a written meeting summary and participate in a debrief

3. Include a price proposal for each work order as identified in 6.5.1

### 6.5 Cost Proposal

The response to the initial works will be used to evaluate cost per section 7.3. in the evaluation of methods and cost for the award of the term contract to determine the level of effort and overall value of the services proposed.

Actual costs for completing this term contract will vary depending on the final negotiated contract terms and conditions. Offerors should review Appendix D attached to this RFP for standard payment terms and conditions.

#### 6.5.1 Cost Proposal for Work Order One (Development of Strategic Plan and Public Meeting)

Offerors must provide a detailed cost proposal showing the cost breakdowns for completing the initial work orders for 1) the Communications Plan, and 2) preparing for and conducting one public outreach event. A separate worksheet should be provided for each proposed work order. The cost proposal should show the commitment of hours and expenses for each task as proposed by the Offeror and at a minimum include; employee name, title, estimated hours for by task, their rate, any travel and other miscellaneous expenses shall be included and extended out. At the end of the spreadsheet will be the total lump sum for all of the tasks.

Labor Rates should be loaded and include all overhead, profit, and indirect costs. Expenses should include all costs necessary to complete the specific tasks for an estimated not to exceed price.

*Sample Format*

<i>Employee</i>	<i>Jim S.</i>	<i>Jane D</i>	<i>Bob P.</i>		<i>Estimate of Allowable Expenses Per task</i>		<i>Total</i>
<i>Employee Function</i>	<i>Project Manager</i>	<i>Project Assistant</i>	<i>Office Manager</i>		<i>Travel &amp; Per diem</i>	<i>Other Expenses</i>	
<i>Loaded Hourly Rate</i>	<i>\$100.00</i>	<i>\$75.00</i>	<i>\$40.00</i>				
<i>Task 1 Hrs.</i>	<i>10</i>	<i>25</i>	<i>5</i>				
<i>Task 1 \$</i>	<i>\$1000.00</i>	<i>\$1,875.00</i>	<i>\$200.00</i>		<i>\$1000.00</i>	<i>\$50.00</i>	<i>\$4,125.00</i>



<i>Task 2 Hrs.</i>	<i>100</i>	<i>50</i>	<i>10</i>				
<i>Task 2 \$</i>	<i>\$10,000.00</i>	<i>\$3,750.00</i>	<i>\$400.00</i>		<i>3000.00</i>	<i>\$200</i>	<i>\$17,350.00</i>
<i>Total Hrs.</i>	<i>150</i>	<i>75</i>	<i>15</i>				
<i>Total Cost</i>	<i>\$11,000.00</i>	<i>\$5625.00</i>	<i>\$600.00</i>		<i>\$4000.00</i>	<i>\$250</i>	<i>\$21,475.00</i>

Include a brief discussion of any actions AEA and the Contractor may want to take to manage costs to complete this work order.

AEA intends to negotiate a fixed price, fixed price plus expenses, or a time and materials NTP with a fixed not-to exceed price for each work order per the Offeror's proposal.

**6.5.1 Fee Schedule**

Offerors must also include cost and pricing schedule that includes:

- Firm, fixed hourly rates for all key personnel for the initial period of performance listing the name, function, and job class. (These rates should be your loaded billing rates.)

<b>Employee</b>	<b>Position</b>	<b>Job Classification</b>	<b>Loaded Labor Rate \$</b>

- Direct expenses if the Offeror has standard direct billing rates for expenses.

This cost information will provide the basis for estimating future Work Orders and determining cost terms and conditions for the term contract.

Offerors should also carefully review the contract payment terms under Appendix D of this RFP and note any issues or concerns they may have with those terms in this section of their proposal.

## **SECTION 7. EVALUATION CRITERIA**

### **7.1 Evaluation Process**

All proposals received will be reviewed following the processes in this section.

#### 7.1.1 Confidentiality of the Evaluation Process

Proposals will be opened and evaluated in a manner that avoids disclosure of the contents to competing Offerors during the evaluation process and negotiations. The makeup of the evaluation team, number of responses received, and who responded will be kept confidential until contract negotiations are completed and the notice of intent to award is issued.

#### 7.1.2 Procurement Officer Review

Proposals will initially be reviewed by the Procurement Officer for the following minimum responsiveness requirements:

1. Was the proposal received by the deadline for receipt of proposals?
2. Has the vendor submitted evidence of having a valid Alaska Business license?
3. Does the Offeror appear to demonstrate they meet the minimum experience and qualifications requirements of Section 1.2?

Proposals that fail to meet these requirements will be declared non-responsive and will not be further evaluated.

Prior to providing proposals to the evaluation committee the Procurement Officer will also review and make a determination regarding concurrence with any request for confidentially related to trade secrets or proprietary information submitted with a proposal per section 2.11. The Procurement Officer will inform the Offeror of his decision.

If the Procurement Officer does not concur that the information is proprietary or a trade secret, the Offer will have two business days from the date they are informed of the Procurement Officers decision to withdraw their request for confidentially, redact the requested confidential information from their proposal, or withdraw their proposal. Offerors may not resubmit or supplement their proposal to account for any information that is redacted or withdrawn from their proposal. Offerors who fail to respond within the time period may have their proposal determined to be non-responsive and will not be evaluated.

In the event the Procurement Officer makes a determination that information submitted appears to be proprietary or a trade secret the Authority will put the documents in a sealed envelope marked "confidential" with the contract file after evaluation and prior to issuing the Notice of Intent to Award.

#### 7.1.3 Conflict of Interest Review

If at any time during the evaluation process there is a concern that the Offeror or members of the Offeror's team may have a conflict of interest or an appearance of a conflict of interest that could effect the perceived objectivity of the Offeror's evaluation, the proposal may be set aside. If the proposal is set aside the Procurement Officer will review the conflict in accordance with 1.3 of the RFP.

#### 7.1.4 Evaluation Committee Review

All apparent responsive proposals received will be reviewed and evaluated by a committee made up of qualified Authority representatives or staff. Other representatives may be added as appropriate, provided the Evaluation Committee is made up of at least the designated Procurement Officer and two AIDEA employees in accordance with 2 AAC 12.260. Each member shall exercise independent judgment and no member's vote or score will be weighted more than any other.

Should the evaluation committee in their review of proposals discover material defects in a proposal they may request the Procurement officer evaluate the defects and reconsider if the proposal should be deemed non-responsive.

The evaluation committee may select the most qualified Offeror based on an initial review and scoring of proposals and committee discussion. However the committee may also follow-up on references, conduct interviews for the purpose of clarification per 2.18, or request best and final offers in accordance with 2.19. If the committee chooses any of the follow-up options committee members may re-evaluate and re-score the proposals using the same criteria as the initial review and identified in 7.2.

## **7.2 Evaluation Criteria**

The following criteria and weights will be used to score and rank each responsive proposal.

### **7.2.1 5% Project Understanding and Commitment**

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

Does the Offeror's proposal demonstrate an in-depth knowledge of the kind of PR and communications services AEA is looking for? To what degree do they demonstrate an understanding of the FERC process and how their firm will be able to assist AEA with this program? Does the Offeror's proposal demonstrate an understanding AEA goals, objectives and tasks that may be required under this RFP? Have they identified potential problems or issues that might affect the ability to complete the tasks as defined? Do they propose solutions? Are the expectations the Offeror has for AEA or the Project Manager reasonable?

Has the Offeror demonstrated their ability to make this work a priority based on the size of their company and staff that may be assigned to the project? Is all the expertise in-house, through partnerships, or will outsourcing be needed? Does the firm's team demonstrate sufficient depth of personnel to be available on short notice and cover situations with short deadlines?

### **7.2.2 20% Personnel & Firm Qualifications, Experience**

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

Does the Offeror have appropriate staff or means of acquiring them to address all areas of services defined in the RFP? Does the firm or team demonstrate adequate experience in doing similar work as defined in Section 5? Do they understand entities in Alaska? Do individuals who may be assigned to the projects have relevant experience similar to what AEA will require? If there are subcontractors or partners, has this been done before and are there preferred vendors who have worked with the Offeror in the past? Are there appropriately qualified individuals or subcontractors in key positions? Do key individuals have a general understanding of Alaska and its political process, Alaska-related energy issues, the cultures and regions of Alaska, especially within the Railbelt, and an understanding of the importance of the public processes and compliance with the Federal Energy Regulatory Commission's Integrated Licensing Process? How broad is their experience based on the scope of RFP tasks and other proposals received? Do they have any unique experience or qualifications that would be especially beneficial to AEA? Are the examples from previous projects complete and relevant? What is the firm's team record for responsiveness to client's needs and success with similar contracts? Are the references positive; if not, are there adequate explanations or extenuating circumstances that should be considered? Are the personnel who are proposed to work on this job the same persons who worked on similar jobs for the firm?

### **7.2.3 25% Conceptual Approach to all tasks and initial work Orders**

At a minimum the conceptual approach to all tasks and initial work orders may be evaluated against the following questions:

Does the contractors approach provide for efficient means of accomplish the work? Did the Offeror cover all tasks in the work orders that may need to be completed? Does their approach to the project make sense? Based on their approach do they understand the unique requirements or issues related to this project? Does the Offeror provide for adequate support and flexibility in terms of personnel and time? Are the expectations for AEA staff or other contractors reasonable? Are the right personnel assigned to the right tasks? Has the Offeror provided a right-sized solution for meeting AEA's needs? Is anything left out of this response or is there anything extra that is not required? Did the Offeror propose an alternate methodology for the work orders? Would the alternative methodology accomplish the same goals and objectives or possibly improve on them?

Are they able to address all the service areas we identified in our RFP either with in-house or outsourced staff? Is the Offeror organized in way so that the services can be provided in cost effective and efficient manner? Do they offer any unique or special services that may be of benefit to the Authority?

### **7.2.5 40% Cost**

Price will be calculated based on the total not-to-exceed price for completing the first two work orders. (Developing the Communications plan and holding one public outreach event.)

The following formula will be used for calculating points for each of the two cost evaluation scenarios.

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

Cost proposals from Alaska vendors will be reduced by 5% for this calculation. Ref 2 AAC 12.260.

### **7.2.6 10% Alaska Proposer Preference**

10% of the total points available will be awarded to qualified Alaskan vendors in accordance with 2 AAC 12.260(e). For a definition of "Alaskan vendor" refer to Section 2 of this RFP.

## **7.3 Contractor Selection**

Upon completion of the evaluations, the Procurement Officer will review the evaluation process to assure procedures were followed in accordance with this RFP and existing State of Alaska statutes and regulations. This process may include reviewing score sheets, proposals, discussions or any other materials presented to the Evaluation Committee. The Procurement Officer may recommend that proposals be reevaluated prior to beginning negotiations if there is reason to suspect an error was committed during the evaluation process.

The final decision of the Evaluation Committee will be documented in writing and made a part of the contract file. The Evaluation Committee will recommend for negotiations to the Procurement Officer the contractor whose proposal best meets the requirements of the project based on the criteria outlined in this RFP.

The apparent successful contractor will be required to provide the following information during contract negotiations before award of the final contract.

- Certificate of Insurance
- Proof of any Subcontractor's Alaska Business License.
- Any other information that may be needed for clarification of the Offeror's proposal.

**STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES**

1. Agency Contract Number		2. ASPS Number		3. Financial Coding		4. Agency Assigned		
5. Vendor Number			6. Project/Case Number			7. Alaska Business License Number		
This contract is between the State of Alaska,								
8. Department of				Division		hereafter the State, and		
9. Contractor <span style="float:right">Hereafter the Contractor</span>								
Mailing Address		Street or P.O. Box		City		State	ZIP+4	
<p>10. <b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>ARTICLE 2. Performance of Service:</b></p> <p>2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the Contractor.</p> <p><b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins _____, and Ends _____.</p> <p><b>ARTICLE 4. Considerations:</b></p> <p>4.1 In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor a sum not to exceed \$ _____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the Contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>								
11. Department of								
Mailing Address				Attention:				
12. CONTRACTOR				<p>14. <b>CERTIFICATION:</b> 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.</p>				
Name of Firm								
Signature of Authorized Representative			Date					
Typed or Printed Name of Authorized Representative								
Title								
13. CONTRACTING AGENCY				Signature of Head of Contracting Agency or Desinee		Date		
Department/Division			Date					
Signature of Project Director				Typed or Printed Name				
Typed or Printed Name of Project Director				Title				

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

## APPENDIX A - GENERAL PROVISIONS

### **Article 1. Definitions.**

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" or "Authority" means the Alaska Energy Authority (AEA) 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 department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

### **Article 3. Disputes.**

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 AS 36.30.620-632.

### **Article 4. Equal Employment Opportunity.**

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, 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 an contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.

- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

**Article 5. Termination.**

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

**Article 6. No Assignment or Delegation.**

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

**Article 7. No Additional Work or Material.**

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

**Article 8. Independent Contractor.**

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

**Article 9. Payment of Taxes.**

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

**Article 10. Ownership of Documents.**

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. 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 Department 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 State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

**APPENDIX A – SUPPLEMENTAL GENERAL PROVISIONS**

**Article 15. 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 AEA 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 16 Subcontractors**

The Authority must approve the use or replacement of subcontractors. 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 17 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 18 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 AEA termination rights under the general contract provisions of Appendix A, which is attached to this RFP in the contract documents package.



**Article 19 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 20 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 manger before making any response to a request for information regarding any work or work products related to this contract..

**Article 21 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 22 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 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 (i) 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 (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 23 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 - INDEMNITY AND 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's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

### Article 2. Insurance

Without limiting Contractor's indemnification 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.

02-093 B<sup>1</sup> (Rev. 1-12)

## APPENDIX D CONSIDERATION (Sample Contract Terms)

### D.1. Authorized Contract Limits

- D.1.1 The contract not to exceed limit in Article 4.1 on page one of the Standard Agreement form represents the AUTHORITY's initial contract authorization and best estimate of the cost of initial work required under this contract. The actual amount of funds committed under this contract will be identified and approved upon award of each Work Order/NTP issued in accordance with the scope of work requirements and Article A7.
- D.1.2 The Authority makes no guarantees as to any minimum or maximum award amounts under this contract and may choose to solicit sealed competitive proposals for similar work identified in this RFP outside the framework of this contract.
- D.1.3 The dollar amount of the potential authorization under the contract may be adjusted as needed, at any time during the term of the agreement and any subsequent renewals, to reflect available project funds and work that may be required.

### D.2 Contract Labor Rates

- D.2.1 The Contractor shall provide and maintain a current wage schedule for all staff including key subcontractor staff who may participate in this contract showing the loaded labor rate for all employees and subcontractors who may be reimbursed under the contract. At a minimum this wage schedule will include the employees name, title, job function or classification, and a loaded hourly billing rate that includes all direct costs, indirect costs, and profit. This schedule may be periodically updated in accordance with the terms of the contract.
- D.2.2 The rates will be used in negotiations and developing costs per work order/ NTP.
- D.2.3 Labor rates will remain firm for the first year of the contract. The contractor must provide a written request for a rate adjustment 30 days prior to any annual renewal or the contract will be renewed under the same rates, terms and conditions. The rate adjustment will not exceed 3% of the previous year's contract rate. No retroactive contract price adjustments will be allowed.

### D.3 Expenses:

- D.3.1 All allowable expenses must be direct project expenses and will be pre-approved with rates and/or costs incorporated as an exhibit to this contract or specifically identified in each approved NTP.
- D.3.2 Unless travel and per diem costs are otherwise negotiated as a fixed price within an NTP the Contractor will be compensated for food and lodging expenses for its employees in travel status in accordance with the State of Alaska Admin Manual for Travel (AAM 60 Sections 200, 220, 240, 250, and 260). In determining M&IE Rates contractors will use the XE schedules. Links to current State of Alaska Travel policy can be found at :

<http://doa.alaska.gov/dof/travel/index.html>

Click on AAM60 for a direct link to the Admin Manual.

A direct link to the State of Alaska Per Diem Rates as of 12/20/2010 can be found at

<http://doa.alaska.gov/dof/travel/resource/rates.pdf>

- D.3.3 The prime contractor will be reimbursed for subcontractors labor and expenses in accordance with the terms and conditions negotiated by the prime contractor. The Authority may require the Contractor to provide copies of subcontracts and subcontractors billings as back-up for payment.
- D.3.4 The Contractor may keep commissions resulting from printing and media placements however the contractor may not charge time for making the placements when a commission is involved and agency discounts, if any, must be passed through to AEA.

#### **D.4 Mark up**

- D.4.1 The Authority will pay no mark up on direct expenses related to this contract.
- D.4.2 The Authority and the contractor may negotiate a mark-up for subcontractor labor costs provided the mark-up does not exceed 5% of the subcontractor's labor costs. The Authority will not pay mark-up on any subcontractor expenses or mark-up of subcontractor expenses or labor cost.

#### **D.5 Non-Reimbursable Costs**

- D.5.1 The contractor will not be reimbursed for work that is not approved on a fully executed Notice to Proceed.
- D.5.2 Unless the Contractor provides written notice to the Project Manager, all work being performed will be considered within the scope of the contract and NTP awarded. The Contractor will not be reimbursed for any extra work that is not approved by a written amendment to the NTP.

#### **D.6 Requirements for Pricing Work Orders**

- D.6.1 Work orders may be reimbursed on either a fixed price per tasks, fixed price plus expenses, or on a time and expenses basis with a fixed not-to-exceed limit. The basis of payment will be determined by the Authority based on the scope and nature of work to be accomplished. The work order will be executed through the use of an NTP form similar to Attachment D-1 to this Contract.
- D.6.2 The contractor is required to provide costs proposals in a format acceptable to the Authority. Price proposals and Notices-to-Proceed (NTPs) for this Agreement must conform to the Labor Rates, Unit Prices, Estimated Costs, and Price Caps contained in the Exhibits attached to this Appendix D.
- D.6.3 Work orders will be executed using the Authority's NTP form and will be subject to the contract payment terms and conditions and the additional requirements included with the NTP.
- D.6.4 The total price for any work order will remain fixed for the duration of any work order.
- D.6.5 Minor changes to scope, schedule, or line items within the overall budget of an authorized Work Order may be approved in writing by the Agency's Project Manager. A Work Order amendment is not required provided there is no change in the authorized Work Order total cost. The Contractor must submit a written request for any major changes to scope, schedule, or any changes to the authorized Work Order total and such changes will require a Work Order amendment.
- D.6.6 Unless the contractor provides written notice to the project manager, all work being performed in accordance with a work order will be considered within the scope of the NTP.

**D.7 Payments**

- D.7.1. The Authority intends to pay the contractor a negotiated sum based upon satisfactory completion of tasks, review of the required deliverables, and submission of an invoice from the contractor in accordance with the payment schedule provided in the NTP. Invoices should be submitted within 30 days after completion of the project.
- D.7.2. When billing the Authority, the Contractor shall refer to the Agency Contract Number and send the billing to Accounts Payable Department, AIDEA, 813 West Northern Lights Blvd., Anchorage, AK 99503-2495.
- D.7.3 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.
- D.7.4 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 terms under any NTP may be subject to review and approval by the Department of Revenue prior to award.

**Attachment D-1 - Sample Work Order/Notice to Proceed (NTP)**

**WORK ORDER  
NOTICE TO PROCEED  
& BILLING SUMMARY**

NTP No:  
Agreement No:  
Encumbrance No:  
PSA Expiration Date:

(This form is for any COST REIMBURSEMENT Agreement, generally one that will exceed \$250,000.)

Contractor:  
Project Title:

**NOTICE TO PROCEED**

Provide services for the Expense Group(s) and specific Expenses enumerated below in the Billing Summary. Any services beyond the written scope and/or any costs above the price estimate in our Agreement, require prior Authority approval and a NTP Amendment.

*This NTP for a NTE of \_\_\_\_\_ is cumulative for this Agreement, which now totals \_\_\_\_\_.*  
The Authority Contract Manager for this NTP is \_\_\_\_\_

Project Manager Approval:  Signature _____ Date _____	Procurement Officer approval for the Authority:  Procurement Officer _____ Date _____	Accepted for the Contractor by:  Signature _____ Date _____ Name: _____
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**BILLING SUMMARY**

This Invoice is for [ ] Progress OR [ ] Final Payment.

**Sequential Invoice # for this Agreement is: [ ]**.

GL Account Code	Authorized Expense Groups	Authorized To - Date	Prior Aprv'd Payments	This Billing	Total To - Date
Total Authorized NTE Amount for All Groups					
Sum of Prior APPROVED Payments					
Sum for THIS INVOICE					
Sum of Prior Payments and this Invoice					
Balance of Authorized Amount					

GL Account – Fund – Appropriation – Contract – Project - Stage	PAYMENT REQUEST (Contractor):  Signature _____ Date _____ Name: _____
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**APPROVAL FOR PAYMENT**

PAYMENT RECOMMENDED (Authority Contract Manager): I certify this Invoice to be valid and accurate and that services were performed substantially in conformance with the contract requirements and schedule.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name: \_\_\_\_\_

PAYMENT APPROVED (Authorized Authority Official): Based upon the Contract Manager's recommendation and certification, I hereby approve payment.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name: \_\_\_\_\_

INSTRUCTIONS TO Contractor  
COST REIMBURSEMENT NOTICE TO PROCEED (NTP)  
& BILLING SUMMARY

1. **RETAIN AN UNMARKED**, as issued, **COPY OF THIS FORM** to be used for reproduction and billing.
2. If this NTP is unacceptable, notify the Authority immediately. If acceptable, acknowledge by signature where indicated *on a copy* of this NTP and return it within ten days after your company's receipt.
3. Submit monthly Invoices to the Authority Contract Manager named in this NTP. **Provide a copy of page one of this form as the FACE PAGE of each invoice submitted and with the following entries accurately completed:**
  - a) Indicate if the Invoice is for Progress or Final Payment and show the Sequential Invoice Number for this NTP.
  - b) Entries in the following columns: Prior Approved Payments, This Billing, and Total to Date for each Task Group; plus the SUM TOTALS for: Authorized To - Date, Prior APPROVED Payments, THIS INVOICE, Prior Payments plus this Invoice, and Balance of Authorized Amount.

*Note* "Prior APPROVED Payments" amounts may NOT be the same as the total of all your company's prior invoices if some items were disallowed or adjustments were made. If a prior billing has not been acknowledged with any payment, or a different amount from your company's billing was paid without notification to you of the reason(s), attach a request for an explanation and remedial action.

4. Sign, date and enter printed or typed name under "PAYMENT REQUEST (Contractor)" thereby attesting to the following:

"By signature on this form, the Contractor certifies entries to be true and correct for the services performed to date under or by virtue of said Agreement and in accordance with AS 36.30.400. The Contractor further certifies that all applicable Federal, State and Local taxes incurred by the Contractor in the performance of the services have been paid and that all Subcontractors engaged by the Contractor for the services included in any invoice shall be fully compensated by the Contractor for such services."

5. Substantiate all charges in each billing, other than for Fixed Prices or Fixed Fees, by attaching a summary of hours expended and hourly labor rate per employee; summary of units completed; subcontractor invoices; expense receipts, etc.; or other proof of expenditures.
6. Prime Contractor's Labor Cost shall be billed to the Contracting Authority within 45 days of performance. Subcontractors' Cost shall be billed to the Contracting Authority within 60 days of performance. All of the Contractor's and Subcontractors' Direct Costs (Expenses) shall be billed to the Contracting Authority within 90 days of being incurred. Charges submitted after the above stated times will, at the Contracting Authority's discretion, not be paid.
  - viii. When each NTP is approximately 75% complete, the Contractor shall determine if the Authorized Amount(s) might be exceeded; and, if so, shall provide an estimate of cost to complete. The Contracting Authority will determine after discussion with the Contractor if additional cost is reasonable and does not include costs that should be absorbed by the Contractor. If additional cost is validated, a negotiated Amendment will be executed which either (1) reduces the scope of services/work products required commensurate with the Authorized Amount(s), or (2) increases the Authorized Amount(s) to that required for completion of the original contract scope.

# Attachment 1

## Project Schedule from Preliminary Application Document

Figure 2-1. Sustina-Watana Licensing Schedule Summary<sup>1</sup>

Licensing Activities	NOI/PAD Filed 12/29/11	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2012													
Initial Alaskan Native Consultation													
FERC Scoping Document 1													
FERC Scoping Meetings													
PAD Comments & Study Requests Due													
AEA Study Plan & Scoping Document 2 Due													
Initial Study Plan Meetings													
Study Plan Comments Due													
AEA Revised Study Plan Due													
Revised Study Plan Comments Due													
FERC Study Plan Determination													
Implement Studies													
2013													
Implement ILP Studies													
AEA Initial Study Report Due													
Study Plan Meetings													
AEA Updated Study Plan & Notes Due													
2014													
FERC Approves Study Plan Modifications													
Implement ILP Studies													
AEA Updated Study Report Due													
Study Plan Meetings													
AEA Updated Study Plan & Notes Due													
2015													
FERC Approves Notes & Implement Study Plan													
Complete ILP Studies													
AEA Preliminary Licensing Proposal (PLP)													
Comments on PLP Due													
AEA Files License Application													

Study Periods 
  Due Dates 
  Meetings 
  2012 Studies 
  2013 Studies 
  2014 Studies 
  2015 Studies

(1) Work group meetings will be planned as needed through 2015.