



**IMPORTANT NOTICE
FOR
Request for Proposal (RFP) 2012-0800-0718
Renewable Energy Fund Grant Recommendation
Program Review**

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: Jay Drewry, Procurement Officer
Alaska Energy Authority
813 West Northern Lights Blvd.
Anchorage, AK 99503
FAX: (907) 771-3044
Phone: (907) 771-3951
E-mail: jdrewry@aidea.org
RFP ISSUE DATE: October 21, 2011

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SECTION 1. INTRODUCTION AND INSTRUCTIONS

1.1 Purpose of this Request for Proposals (RFP)

The purpose of the contract resulting from this solicitation is to conduct a process and impact evaluation of the Alaska Renewable Energy Grant Recommendation Program (REGRP) from its inception through December 31, 2011 and provide recommendations to the Authority and the State to consider regarding the future of the program. A draft report for the Phase I Process Evaluation is expected to be delivered by February 1, 2012 with a final report for the Phase II Impact Evaluation due no later than April 1, 2012.

AEA wants to evaluate both the effectiveness and efficiency of the processes used in the program as well as the impact of the program. AEA expects the project will be completed in two phases. The first phase will be the process evaluation with the initial work product due by early February. The second phase will be a more focused impact evaluation of the benefits and impacts the program has had on the specific projects completed.

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.

1. Contractor should have experience in assessing clean energy or similar programs.
2. Contractor should not have been involved in the REGRP in the role of grantee, proposer, contractor, proposal evaluator, or other entity for which there may be a real or perceived conflict of interest.

1.3 Conflicts of Interest / Previous REGRP Participation

Offerors must document in their proposal any past, current, or pending relationships they are aware of that may create a conflict or an appearance of conflict of interest with regard to previous involvement as a grantee, applicant, contractor, or proposal evaluator for any aspect of the REGRP.

If, during the initial proposal review, the Procurement Officer believes the Offeror's involvement with the REGRP creates an appearance or actual conflict of interest that could impact the perceived objectivity of the program review the Procurement Officer will forward his recommendation to the Executive Director for a final decision.

The Executive Director will review the recommendation and make the final decision regarding conflicts of interest and the ability of Offerors to compete for this work. If the determination is made that a material conflict or appearance of conflict does exist the Offeror will be notified immediately and the proposal will be returned to the Offeror without review.

If the identified relationship does not appear to create a material conflict of interest an Offeror may still be considered for award provided the proposal submitted addresses 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: Jay Drewry, Procurement Officer.
Telephone: (907) 771-3951
E-mail: jdrewry@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.

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 Energy Authority
813 West Northern Lights Blvd.
Anchorage, AK 99503
ATTN: Jay Drewry

TITLE: RFP 2012-0800-0718, REGRP Program Review
DUE: November 15, 2011 4:00 p.m.

Proposals must be received in writing at the AEA office, **no later than 4:00 p.m., Alaska Standard Time, November 15, 2011**. 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:

Jay Drewry, Procurement Officer
Alaska Energy Authority
813 West Northern Lights Blvd.
Anchorage, AK 99503
Phone: (907) 771-3951
E-mail: jdrewry@aidea.org

1.7 Location of Work

The contractor will be expected to gather information statewide from various stakeholders and participants in the program and participate in meetings, interviews, and presentations in Anchorage with AEA staff and the Renewable Energy Fund Advisory Committee.

1.8 Funding of the Contract

The contract is anticipated to be in the range of \$150k to \$200K including all labor and expenses. AEA has budgeted \$200K for this project. Proposals over that amount may be considered responsive.

1.9 Period of Performance

The Phase I draft report must be completed by February 1, 2012 with final work products for Phase II delivered on or before April 1, 2012. It is expected that there may be follow-up work and presentations after that time. The intent is to have information available for decision makers for use during the upcoming legislative session. A proposed schedule is in section 5.3 however Offerors shall provide a schedule with their proposal.

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 web site at www.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 his 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:

- "The Authority" or "AEA" refers to the Alaska Energy Authority, a separate corporation as defined by AS 44.88.020.

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 web site 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. AEA 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/

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 AEA 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 AEA 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.

Jay Drewry, Procurement Officer
Alaska Energy Authority
813 West Northern Lights
Anchorage, AK 99503
Phone: (907) 771-3951

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

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

3.2 Contract Approval

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

3.3 Insurance Requirements

The successful Offeror must secure satisfactory insurance coverage as required by the Department of Administration, Division of Risk Management. Failure to provide evidence of adequate coverage is a material breach and grounds for termination of the contract.

Offerors must review Appendix B1 to Form 02-093 for details on required coverage. A copy is included in the contract documents package for your reference.

3.4 Standard Contract Provisions

The successful Offeror will be required to sign the standard agreement form for professional services, Form 02-093. A copy is included in the contract documents package for your reference. The Contractor will also be required to comply with the general contract provisions of Appendix A to this form. Any alteration of these general provisions must be approved by the Department of Law before the Authority's Procurement Officer can accept the contract.

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

AEA 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; 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.

3.7 Payment Procedures

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

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

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

3.7.1. All Work Included

Unless the Contractor provides written notice to the Project Manager and the contract is amended, all work being performed by the Contractor is considered within the scope of the contract and the Contractor is entitled only to the payment authorized in the payment provisions of the contract. The Authority is under no obligation to pay the Contractor for work that is not approved by written amendment to the contract.

3.8 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.

3.9 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.

3.10 Ownership of Materials

The Authority intends to maintain ownership and/or use of all materials produced as a result of this contract.

3.11 Disputes

Any contract dispute associated with this RFP or the contract will be resolved in accordance with AS 36.30 the State Procurement Code and Regulations.

3.12 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.

3.13 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.

3.14 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.

3.15 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..

3.16 Assignment

The Contractor may not assign any portion of the contract without prior written approval from the Procurement Officer and the Project Manager.

3.17 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 Manager.

3.18 Right to Inspect Place of Business

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

3.19 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.).

3.20 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.

SECTION 4. BACKGROUND INFORMATION

4.1 Alaska Renewable Energy Grant Recommendation Program (REGRP)

The REGRP, commonly referred to as the Renewable Energy Fund, was created in 2008 by the Alaska Legislature with the passage of House Bill 152. The intent of the bill was to appropriate \$50 million in grants per year over five years to utilities, independent power producers, and local government, including tribal councils and housing authorities for developing renewable energy projects. The Legislature gave responsibility to the Alaska Energy Authority (AEA), the state's lead energy agency, for managing the program. In 2012 the REGRP is entering its fifth fiscal year. AEA intends to contract for an independent evaluation of the program processes, the effectiveness of lowering the cost of energy in locations where projects are developed and other program. Impacts.

Enabling legislation (AS 42.45.045) required AEA, in consultation with an advisory committee and the Department of Natural Resources to make recommendations to the legislature regarding eligible applicants' projects that finance feasibility studies, reconnaissance studies, energy resource monitoring, and construction of renewable energy projects, natural gas projects, or transmission or distribution infrastructure located in Alaska. The legislation also required AEA to:

- *develop a methodology for determining the order of projects that may receive assistance, including separate requirements for grant eligibility, and adopt regulations identifying criteria to evaluate the benefit and feasibility of projects for which an applicant applies for support from the legislature, with the most weight being given to projects that serve any area in which the average cost of energy to each resident of the area exceeds the average cost to each resident of other areas of the state, and significant weight being given to a statewide balance of grant funds and to the amount of matching funds an applicant is able to make available;*
- *make recommendations to the legislature for renewable power production reimbursement grants;*
- *and not later than 10 days after the first day of each regular legislative session, submit to the legislature a report summarizing and reviewing each grant application submitted under this section and a recommended priority for awarding grants.*

The Legislature appropriates funding for recommended projects through its capital budget, which is forwarded to the Governor for signature and AEA subsequently provides funding for appropriated projects through grants.

Oversight of grant activities is provided by two grant administrators and ten AEA technical staff that specialize in biomass, geothermal, hydroelectric, wind and other energy areas. Funds are provided to grantees on a reimbursable basis upon achievement of milestones; however AEA allows advances on payments under certain circumstances.

In 2008 AEA prepared its first request for applications (RFA) package, forms, draft grant agreement, and procedures documents that describe AEA's methods for evaluation and project recommendations. The legislature conducted a limited analysis of the REGRP process in February 2009. Regulations governing the program were adopted in October 2009 under 3 AAC 14.107.600 through 695.

The processes and documents have been refined since that initial RFA was issued. Copies of the regulations, enabling legislation, and current documents and procedures regarding the program can be found at AEA's web site:

http://www.akenergyauthority.org/RE_Fund_Applications-IV.html

To date AEA has issued five solicitations, reviewed 461 grant applications, received appropriations totaling \$177 million for 207 projects, and reimbursed \$70 million in project costs. By the end of 2013 AEA expects that 53 out of a total of 63 construction projects will be completed. Fossil fuel displaced by the 53 projects is estimated to be the equivalent of 10.5 million gallons of diesel per year. The remaining funded projects encompass earlier phases of development—reconnaissance study, feasibility/conceptual design, and final design/permitting.

The RFA Round V was issued in the summer of 2011 with recommendations to be presented to the legislature in January of 2012.

The Authority is interested in evaluating the success of the program and providing recommendations to the Administration and Legislature regarding the future of the program.

As a member of the Clean Energy States Alliance (CESA), AEA has access to a guide for program managers for evaluating renewable energy programs. Some of the concepts in this guide were used in the development of this RFP. Contractors are encouraged to become familiar with this document to better understand some of the benefits and issues related to evaluating renewable energy programs. A copy of this report can be found at:

www.cleanenergystates.org/assets/Uploads/CESA-Program-Evaluation-paper-final-6.15.11.pdf

SECTION 5. SCOPE OF WORK

5.1 Project Purpose and Goals

The purpose of the contract resulting from this solicitation is to conduct a process and impact evaluation of the Alaska Renewable Energy Grant Recommendation Program from its inception through December 31, 2011 and provide recommendations for the Authority and the State to consider regarding the future of the program. A draft report for the Phase I Process Evaluation is expected to be delivered by February 1, 2012 with a final report for the Phase II Impact Evaluation due no later than April 1, 2012.

AEA wants to evaluate both the effectiveness and efficiency of the processes used in the program as well as the impact of the program. We expect the project will be completed in two phases. The first phase will be the process evaluation with the first work product due by early February. The second phase will be a more focused impact evaluation of specific projects and benefits of the program with recommendations for AEA and the State to consider regarding the future of the program.

The process evaluation is intended to be a balanced review of how efficiently and effectively AEA has implemented the program--documenting what works, what doesn't work so well, and what changes would be recommended to improve the program.

The impact evaluation is intended to assess the beneficial and other impacts of the program, including energy cost savings, jobs, development of infrastructure for non-energy uses, as well as to confirm the direct impacts related to projects that have been or are in the process of being constructed.

The contractor will develop two reports for the Authority:

1. Phase 1 - A preliminary and final report on the process evaluation that includes at a minimum; a description of the evaluation process, a evaluation of the effectiveness of the existing processes, and recommendations for any changes to the existing program under current statutory constraints; and
2. Phase 2 - A preliminary and final report assessing the impacts and benefits of the program from Round 1 through Round 4 with an impact analysis of specific projects that have been constructed.

5.2 Tasks

5.2.1 Phase I - Process Evaluation

It is anticipated that the contractor will substantially complete the process evaluation prior to beginning the impact evaluation. It is anticipated that a draft report for the process evaluation will be available for review by February 1, 2012.

5.2.1.1. General

The contractor will conduct an evaluation of the REGRP that addresses the process, cost and results of the REGRP since its inception in July 2008. In addition to providing a "cross-check" of the benefits and administration of the program, the independent evaluation will consider views of and solicit recommendations from REGRP stakeholders including but not limited to AEA staff, program partners, and program participants, including but not limited to successful and unsuccessful applicants, contractors, and other public members who have participated in the program.

5.2.1.2. Review Program Documentation

Prior to beginning the evaluation it is expected that the contractor will review the authorizing statutes, regulations, policies and procedures and meet with program and project management staff to gain a general understand of the program requirements and AEA's operations.

5.2.1.3. Finalize Evaluation Criteria

The contractor, in cooperation with AEA, will refine the evaluation criteria to be used in the evaluation. It is anticipated that the contractor will meet with AEA management staff and others to review the contractor's evaluation methodology and confirm the processes and methods of evaluation. Below is a sample of processes to be reviewed and possible criteria:

1. Program outreach efforts - Are we reaching the target communities? Are there other steps we could take to improve awareness of the program? Should AEA be more proactive in assisting smaller communities in applying?
2. The request for applications process - Is the process consistent with regulations and statutes? Are instructions clear and understandable?
3. The proposal evaluation process - Does AEA and its review team use an appropriate method of assessing eligibility, technical and economic merit, and other factors to rank proposals? Is the process fair and consistent?
4. Renewable Energy Fund Advisory Committee (REFAC) Participation - Does the REFAC fulfill its advisory role? Does AEA work productively with the REFAC?
5. The grant award process - Are awards timely and terms and conditions reasonable? Are expectations for the Grantees clear? Is the documentation insufficient, adequate, or excessive?
6. Grant administration – Are grantees complying with grant provision such as reporting? Is AEA responsive to Grantees concerns? Is AEA consistent in administration of the requirements? Is billing documentation adequate and payment timely? Is necessary performance data being collected?

5.2.1.4. Finalize Survey Instruments

The contractor will consult with AEA staff and others as appropriate to develop a survey document, or documents, that will be used in gathering information from those involved in the REGRP program.

It is anticipated that at a minimum the survey will include gathering information from AEA staff, partners, and participants. It is anticipated that there may be a different survey documents for different parties depending on the nature of their involvement in the program.

Staff includes grant managers, finance, and project managers.

Partners include the Alaska Department of Natural Resources Divisions of Geological and Geophysical Survey (DGGS), Mining, Land & Water (DMLW), and Forestry; University of Alaska Institute of Social and Economic Research (ISER); economic consulting firms that review proposals; and the Renewable Energy Fund Advisory Committee (REFAC).

Participants could include any eligible utilities, governmental entities, community leaders and their contractors who may have participated in the program or had an opportunity to participate in the program but did not receive funding or chose not to participate.

5.2.1.5. Conduct Evaluation and Prepare Draft Report

The contractor will be required to provide all labor, materials, and equipment necessary to gather the information necessary to complete the report following the contractor's proposed methodology. The Authority will make staff available as needed to assure information can be collected in a timely manner. The Contractor will be responsible for the methods and means of collecting information from stakeholders and participants.

It is expected that the contractor will conduct at least one interview with each of AEA's program groups involved in grant administration and project management. The contractor is also expected to interview at least one member of each of the partner groups indicated above.

It is expected the contractor will contact at least 30 participant entities. Given the geographic diversity of Alaska, the contractor should make an effort to gather input that represents the views of both rural and urban stakeholders

At a minimum the contractor will provide a monthly update on the status of the work and a Draft report by February 1, 2012 with any preliminary findings.

The contractor will deliver five hardcopies of the draft report and one CD or USB drive with an electronic copy of the report in MS Word, or PDF format available for distribution on the web and printing additional hard copies as needed.

5.2.1.5. Prepare Final Report

The contractor will prepare a final report that at a minimum will include:

- An executive summary of findings and recommendations
- A summary of evaluation methodology
- Recommendations
- Appendices

The contractor will deliver five hardcopies of the final report and one CD or USB drive with an electronic copy of the report in MS Word, or PDF format available for distribution on the web and printing additional hard copies as needed.

5.2.1.6 Presentations

The contractor will be required to prepare and make a power point presentation of the evaluation and the results to AEA management and the Advisory committee.

5.2.2 Phase II - Impact Evaluation

The contractor will be responsible for beginning the impact evaluation upon substantial completion of the process evaluation but no later than February 1, 2012. For the purposes of responding to this RFP the contractor should develop their methodology, work plan, and costs for the Impact evaluation based on the minimum assumptions identified in this scope of work.

It is anticipated that the Authority and the Contractor will negotiate a contract amendment to refine the scope of the impact evaluation after the contractor has substantially completed the process evaluation based on the fact that the contractor will have a more thorough understanding of the program and AEA's own program evaluation matrixes.

5.2.2.1. General

The contractor will conduct an evaluation of the impact of the REGRP and provide a cost-benefit analysis of specific projects that have been constructed or are in the process of being constructed.

5.2.2.2. Refine Impact Evaluation Format and Criteria

Based on substantial completion of the process evaluation the Contractor, in cooperation with AEA, will refine the evaluation criteria to be used in assessing the impacts of the program. At a minimum it is expected the contractor will employ ISER's set of assumptions (e.g. fuel price, discount rate, project life, future load) in at least one scenario in order to ensure comparability to project selection criteria.

However it is expected that the criteria may include but not be limited to:

1. Benefit/Cost of completed projects. Present value of savings in fuel, capital and O&M over the expected life of the project versus cost.
2. Energy cost savings to consumers
3. Jobs
4. Environmental impacts
5. Other infrastructure development
6. Performance, operations and maintenance impacts

As noted in 5.2.2, AEA and the contractor may negotiate a contract amendment based on modifications to the scope of work prior to beginning the impact evaluation.

5.2.2.3 Review Project Documentation and Economic Assumptions

As part of the grantee application evaluation methodology AEA worked with ISER to develop detailed templates for estimating benefit/cost ratios (B/Cs) that were used by AEA's economic consulting firms in their grantee application review. In addition ISER prepared annual 20-year fuel price projections specific to each community based on USDOE Energy Information Administration (EIA) projections. The contractor will be required to coordinate the development of their impact analysis methodology with ISER staff regarding economic assumptions.

Since program inception there have been three full construction seasons. As of October 1, 2011, 16 construction projects have been completed and 49 are in progress. Of the completed projects, 9 have been in operation for a full year, and of these, one remains in the commissioning phase. It is anticipated the contractor may need to make assumptions regarding expected performance for some projects.

For the purpose of responding to this RFP the contractor should plan on reviewing detailed project documentation for the thirteen REGRP funded construction projects that have been in operation for at least nine months. These are comprised of two geothermal ground source heat pump projects, three wood heating projects, two heat recovery projects, two hydroelectric projects, and four wind energy projects.

AEA will work with the Contractor to determine the actual number and types of projects to be evaluated prior to beginning work on the Impact evaluation. AEA will make available to the contractor templates AEA developed for recording performance—i.e. energy output, downtime, operation and maintenance (O&M) measures—of completed construction projects. It is anticipated that much of this data is available directly from AEA and some information may need to be collected from Grantees.

5.2.2.4. Conduct Evaluation Analysis and Prepare Draft Report

For the purpose of responding to this proposal the contractor can anticipate they will conduct their analysis using data that is either readily available from AEA, ISER, or the grantees. If, based on the contractor's project review, additional data may need to be gathered or alternative matrixes may need to be developed the Authority and contractor will amend the contract as noted in 5.2.2.

The contractor will deliver five hardcopies of the draft report and one CD or USB drive with an electronic copy of the report in MS Word, or PDF format available for distribution on the web and printing additional hard copies as needed.

5.2.2.5. Prepare Final Report

The contractor will prepare a final report that at a minimum will include:

- An executive summary of findings and recommendations
- A summary of evaluation methodology
- Recommendations
- Appendices

The contractor will deliver five hardcopies of the final report and one CD or USB drive with an electronic copy of the report in MS Word, or PDF format available for distribution on the web and printing additional hard copies as needed.

5.2.2.6 Presentations

The contractor will be required to prepare a MS power point presentation of the evaluation. The contractor should plan on making at least one oral presentation to AEA management and the Advisory committee, however they may be required to make additional presentations to other stakeholders.

5.3 Deliverables and Schedule

Below is a tentative contract schedule and deliverables based on an early December contract Award date. Proposals should include a schedule that at a minimum identifies the deliverables noted, proposed start and completion dates, and address any assumptions or expectations they have for the Authority or Stakeholders they build into their schedule.

Deliverable/Task	Process Evaluation	Impact Evaluation
Begin work	December 6	(1)February 1
Complete Draft Report	February 1	March 1
Presentation of draft to AEA Board and Staff, REFAC, OMB	February 15	March 15
Final report	March 15	April 1
Presentations of Final Reports	TBD April 1 through June 30	
Monthly Status Reports	By the 10 st of each month with the previous months billing	

(1) The contractor may begin the work on the impact evaluation sooner provided there is an agreement as to the scope and methodology in conducting the evaluation.

5.4 Other Terms or Conditions

5.4.1 Administrative Support

The contractor is responsible for making all arrangements related to setting up meetings including establishing schedules, providing office facilities for the contractor's staff, meeting rooms, and all other administrative requirements of the contract.

5.4.2 Availability of AEA staff

AEA will make themselves available for meetings with the contractor and will provide requested information to the contractor given reasonable lead time.

5.4.3 Additional Services

AEA may request the Consultant provide additional services which could include expanding the survey pool, providing a more detailed analysis of data after reporting their preliminary findings, or providing additional presentations upon request. Any additional services would be subject to AEA and the Contractor negotiating an amendment to the contract.

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 (Specifically addressing the conflict of issue concerns); a copy or reference to your Alaska Business License; a statement confirming that the proposal is valid for ninety (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..

Include a title page showing: RFP # 2011-0800-9782
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 type of evaluations requested, the purpose and goals stated in the RFP and the proposed tasks. State any general assumptions you used in developing your proposal.

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

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

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.

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 be no longer than 1 page and include:

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

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

Demonstrate experience in conducting process or impact evaluations, specifically any evaluations of renewable energy programs or other governmental programs. Provide examples of no more than five projects that you or your partners have completed in the last 5 years. Include for each:

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

6.4 Methodology

Briefly discuss how you would complete the process and impact evaluations. If you are proposing an alternative set of tasks and methodology, this should be discussed in this section of your proposal.

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

1. A brief description of the resources you will commit to the contract and an organizational chart of key personnel and their duties.
2. An explanation of how you intend to conduct the process evaluation including
 - a. A clear understanding of expectations you would have for AEA, Partners, and Participants
 - b. Criteria you would consider in the evaluation
 - c. Discussion of your survey and information gathering methods and a sample survey document.
 - d. Discussion of your draft and final report format
 - e. Any qualifications you may have regarding your ability to complete the work as proposed.
3. An explanation of how you intend to conduct the impact evaluation including
 - a. A clear understanding of expectations you would have for AEA, Partners, and Participants
 - b. Discussion of your proposed methodology for evaluating the impacts of the program and how you would measure them.
 - c. Discussion of your draft and final report format
 - d. Any qualifications or expectations you would have complete this work as proposed
4. A proposed schedule that identifies dates for key tasks, reporting, and any meetings you would propose with AEA staff, partners, or participants.
5. Expectations you may have for AEA or other participants in the contracting process.
6. Suggestions you may have for performing all tasks more efficiently or other terms or conditions you would want in the final contract .

6.5 Price Proposal

Provide a price proposal by tasks identified in Section 5. and further defined in your proposal using the sample format below. Cost shall include all labor, expenses, overhead and profit. Offerors who fail to adequately address all the cost required to complete the required work may have their proposal rejected as non-responsive.

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 price for all tasks.

Labor Rates should include all overhead, profit, and indirect costs. Expenses should include all costs necessary to complete the each identified task for a fixed 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 & 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>

For the purposes of evaluation and contract award your cost proposal will be treated as a lump sum, fixed-price proposal to accomplish all work required under this RFP. Offerors are expected to provide a total price for conducting all work under Phase I and Phase II as described in the scope of work..

Cost for developing the power point presentation (Tasks 5.2.1.6 & 5.2.2.6) should be fixed and include the contractor conducting one presentation at AEA's offices in Anchorage, Alaska. Cost for additional presentations will be negotiated based on the negotiated contract terms and a contract amendment.

It is understood that the actual contract price may vary depending on the final negotiated contract scope, terms, and conditions. The contract may also be amended prior to beginning Phase II to reflect any change in scope from the original negotiated contract.

In addition to providing a cost proposal in the above format, provide a billing schedule for your firm and any major subcontractors that includes your loaded hourly billing rates by individual and job title, as well as any anticipated direct expenses such as travel, printing, and other anticipated contractual services costs.

Discuss any issues you may have regarding the project costs or any other proposed payment terms or conditions that may be different than those indicated in Section 3.6 of this RFP.

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.

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 understanding of conducting evaluations, renewable energy projects, or Alaska Energy issues? Are they just repeating AEA's goals or adding insight based on their understanding of what's required. Do they understand AEA's expectations for the project and desired outcomes? Have they identified any issues that may be common to this type of project and recommendations on how to mitigate them? What, if any, commitments are the Offeror willing and able to make the Authority's work a priority? Does the Offeror have the resources to deliver a quality evaluation in the time allotted?

7.2.2 20% Personnel & Firm Qualifications, Experience

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

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

7.2.3 25% Methodology

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

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

7.2.5 40% Price and Fee Schedule

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

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

Cost proposals from Alaska vendors will be reduced by 5% for the above 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							
Hereafter the Contractor							
Mailing Address		Street or P.O. Box		City		State ZIP+4	
10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it. ARTICLE 2. Performance of Service: 2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract. 2.2 Appendix B sets forth the liability and insurance provisions of this contract. 2.3 Appendix C sets forth the services to be performed by the Contractor. ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and Ends _____. ARTICLE 4. Considerations: 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. 4.2 When billing the State, the Contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:							
11. Department of							
Mailing Address				Attention:			
12. CONTRACTOR				14. CERTIFICATION: 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.			
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" means the Authority for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspection and Reports

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

Article 3. Disputes

- 3.1 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, and 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, and pregnancy or parenthood.
- 4.3 The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' compensation representative of the Contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The Contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract,

"contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.

- 4.5 The Contractor shall cooperate fully with State efforts 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 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the Contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the Contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of the contract.

Article 5. Termination

The 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, 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 (3) 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.

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.

Article 15. HUMAN TRAFFICKING: By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/>.

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

Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

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 State.

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

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

02-093 B¹ (Rev. 10-95)