STATE OF ALASKA
Department of Revenue
Commissioner's Office
333 Willoughby Avenue, 11th Floor
Juneau, AK 99801

Request For Proposals

2015-0400-xxxx

Date of Issue: January 26, 2015

Title and Purpose of RFP: Alaska Oil & Gas Economic Competitiveness Survey

The Department of Revenue, Commissioner's Office on behalf of the Oil & Gas Competitive Review Board is soliciting proposals from qualified firms to conduct a comprehensive survey of oil and gas companies aimed at assessing Alaska's economic competitiveness as it relates to both current and future industry investment. The information obtained by the survey will be subsequently aggregated and made available to the public. Ultimately, the Oil & Gas Competitive Review Board will review and analyze the aggregated survey results to better inform future projects and strategies.

Offerors Are Not Required To Return This Form.

Important Notice: If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed in this document to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

Dorie Choquette
Procurement Officer
Department of Revenue

DRAFT

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SECTION ONE
INTRODUCTION AND INSTRUCTIONS

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

Offerors must submit one (1) original signed proposal and one copy in Adobe Acrobat.pdf format on a CD or a Thumb drive to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Revenue
Commissioner's Office
Attention: Dorie Choquette
Request for Proposal (RFP) Number: 2015-0400-xxxx
Project name: Alaska Oil & Gas Economic Competitiveness Survey
333 Willoughby Avenue, 11th Floor
Juneau, AK 99801

Proposals must be received no later than 1:30 P.M., Alaska Time on Monday, February 16, 2015. Emailed proposals are acceptable. Oral or faxed proposals are not acceptable.

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to **dorie.choquette@alaska.gov** as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. It is the offeror's responsibility to contact the issuing agency at **907-465-2313** to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

Important Note: There is **no** overnight express delivery to Juneau, AK. **All expedited mail and courier services take at least two nights.**

PROCUREMENT OFFICER: ***Dorie Choquette*** – PHONE **907*-465-2313*** - FAX ***907-465-2037***

1.02 Contract Term and Work Schedule

The contract term and work schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be from the date of award, approximately March 10, 2015, XXXXXXXXXXXXXXXXXXXXXX

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

The approximate contract schedule is as follows:

- Issue RFP ***January 26, 2015*** (Minimum 21-days circulation period between issue and deadline for receipt of proposals dates and requires posting on the State of Alaska Online Public Notice web site.),
- Pre-proposal telephonic conference will be held at ***10:00 am***, Alaska Time, on ***Wednesday, January 4, 2015.***
- Deadline for Receipt of Proposals ***February 16, 2015***,
- Proposal Evaluation Committee complete evaluation by ***February 27, 2015***,
- State of Alaska issues Notice of Intent to Award a Contract ***March 9, 2014***,

(Minimum period between issuing Notice of Intent and issuing contract is 10 days - to allow time for protests.)

- State of Alaska issues contract ***March 10, 2015***
- Contract start ***March 10, 2015***
- **First** contractor work period ***March 10, 2015 through April 10, 2015? Not sure if there would be any work beyond this window.***

1.03 Purpose of the RFP

AS 43.98.050 mandates that the Oil & Gas Competitiveness Review Board maintain a salient collection of information related to oil and gas exploration, development, and production in the state and related tax structures, rates and credits. Furthermore, the Oil & Gas Competitiveness Review Board is tasked with reviewing historical, current, and potential levels of investment, identifying factors likely to affect investment, and evaluating the competitive position of the state as compared to other like regions.

1.04 Budget

Department of Revenue, Commissioner's Office, estimates a budget of between ***$200,000*** and ***$300,000*** dollars for completion of this project. Proposals priced at more than ***$300,000*** will be considered non-responsive.

1.05 Location of Work

Work may be performed in any location however, the contractor must be able to attend meetings in person as requested by the Oil & Gas Competitiveness Review Board. Travel expenses related to any meetings shall be paid by the contractor. **Two meetings anticipated, correct?**

1.06 Human Trafficking

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

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

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

1.07 Assistance to Offerors with a Disability

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

1.08 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

1.09 Questions Received Prior to Deadline for Receipt of Proposals

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

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

1.10 Amendments

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

1.11 Alternate Proposals

Offerors may only submit one proposal for evaluation.

In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

1.12 Right of Rejection

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

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

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

1.13 State Not Responsible for Preparation Costs

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

1.14 Disclosure of Proposal Contents

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

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The offeror’s request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality.Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

1.15 Subcontractors

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

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

(a) complete name of the subcontractor;

(b) complete address of the subcontractor;

(c) type of work the subcontractor will be performing;

(d) percentage of work the subcontractor will be providing;

(e) evidence that the subcontractor holds a valid Alaska business license; and

(f) a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

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

1.16 Joint Ventures

Joint ventures are not acceptable.

1.17 Offeror's Certification

By signature on the proposal, offerors certify that they comply with the following:

(a) the laws of the State of Alaska;

(b) the applicable portion of the Federal Civil Rights Act of 1964;

(c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;

(d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;

(e) all terms and conditions set out in this RFP;

(f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;

(g) that the offers will remain open and valid for at least 90 days; and

(h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any offeror fails to comply with [a] through [h] of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

1.18 Conflict of Interest

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

1.19 Right to Inspect Place of Business

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

1.20 Solicitation Advertising

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

1.21 News Releases

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

1.22 Assignment

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

1.23 Disputes

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

1.24 Severability

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

1.25 Federal Requirements

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

SECTION TWO
STANDARD PROPOSAL INFORMATION

2.01 Authorized Signature

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

2.02 Pre-proposal Conference

A pre-proposal telephonic conference will be held at **10:00 am**, Alaska Time, on **Wednesday, January 4, 2015.** The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

2.03 Site Inspection

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state’s expense will make site inspection.

2.04 Amendments to Proposals

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

2.05 Supplemental Terms and Conditions

Proposals must comply with Section **1.12 Right of Rejection**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
b) if the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

2.06 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

2.07 Discussions with Offerors

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

2.08 Prior Experience

In order for proposals to be considered responsive offerors must meet these minimum prior experience requirements. ***This is extremely important, we need to be sure that the firm is extremely qualified without being overly restrictive.***

- At least xxxx (x) years of experience xxxxxxxxxxxxxxxxxx
- At least xxxx (x) years of experience xxxxxxxxxxxxxxxxxx
- At least xxxx (x) years of experience xxxxxxxxxxxxxxxxxx
- Preparation and execution of at least xxxx (x) years of experience xxxxxxxxxxxxxxxxxx
  .

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

2.09 Evaluation of Proposals

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

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

2.10 Vendor Tax ID

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

2.11 Alaska Business License and Other Required Licenses

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

(a) copy of an Alaska business license;

(b) certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;

(c) a canceled check for the Alaska business license fee;

(d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or

(e) a sworn and notarized affidavit that the offeror has applied and paid for the Alaska business license.

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

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

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

2.12 Application of Preferences

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the Department of Administration, Division of General Service's web site:

http://doa.alaska.gov/dgs/policy.html

Alaska Products Preference - AS 36.30.332
Recycled Products Preference - AS 36.30.337

Local Agriculture and Fisheries Products Preference - AS 36.15.050
Employment Program Preference - AS 36.30.321(b)
Alaskans with Disabilities Preference - AS 36.30.321(d)
Alaska Veteran's Preference - AS 36.30.321(f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.

2.13 5 Percent Alaska Bidder Preference AS 36.30.321(a), AS 36.30.990(2), & 2 AAC 12.260

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

(1) holds a current Alaska business license prior to the deadline for receipt of proposals;

(2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;

(3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;

(4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and

(5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

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

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

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

2.14 5 Percent Alaska Veteran Preference AS 36.30.321(f)

An Alaska Veteran Preference of five percent, not to exceed $5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is a:

(a) sole proprietorship owned by an Alaska veteran;

(b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;

(c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or

(d) corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

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

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

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular RFP. See section SEVEN to determine the value, or weight of cost for this RFP.

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

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

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

[STEP 2]

Convert cost to points using this formula.

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

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

Offeror #1 receives 40 points.

The reason they receive that amount is because the lowest cost proposal, in this case $40,000, receives the maximum number of points allocated to cost, 40 points.

Offeror #2 receives 37.4 points.

$40,000 Lowest Cost	x	40 Max Points	=	1,600,000	÷	$42,750 Offeror #2 Adjusted By The Application Of All Applicable Preferences	=	37.4 Points

Offeror #3 receives 33.7 points.

$40,000 Lowest Cost	x	40 Max Points	=	1,600,000	÷	$47,500 Offeror #3 Adjusted By The Application Of All Applicable Preferences	=	33.7 Points

2.16 Alaska Offeror Preference AS 36.30.321 & 2 AAC 12.260

2 AAC 12.260(e) provides Alaska offerors a 10 percent overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. An Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

EXAMPLE

Alaska Offeror Preference

[STEP 1]

Determine the number of points available to Alaskan offerors under the preference.

Total number of points available - 100 Points

100 Total Points Available	**x**	**10%** Alaskan Offerors Percentage Preference	**=**	**10** Number of Points Given to Alaskan Offerors Under the Preference

[STEP 2]

Add the preference points to the Alaskan offers. There are three offerors: Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 are eligible for the Alaska Offeror Preference. For the purpose of this example presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. Their scores at this point are:

Offeror #1 - 89 points
Offeror #2 - 80 points
Offeror #3 - 88 points

Offeror #2 and Offeror #3 each receive 10 additional points. The final scores for all of the offers are:

*Offeror #1 - **89 points***
*Offeror #2 - **90 points***
*Offeror #3 - **98 points***

Offeror #3 is awarded the contract.

2.17 Contract Negotiation

2 AAC 12.315 CONTRACT NEGOTIATIONS After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the Commissioner's conference room on the 11th floor of the State Office Building in Juneau, Alaska.

If the contract negotiations take place in Juneau, Alaska, the offeror will be responsible for their travel and per diem expenses.

2.18 Failure to Negotiate

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

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

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

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

2.20 Protest

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

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

a. the name, address, and telephone number of the protester;

b. the signature of the protester or the protester's representative;

c. identification of the contracting agency and the solicitation or contract at issue;

d. a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

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

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SECTION THREE
STANDARD CONTRACT INFORMATION

3.01 Contract Type

This contract is a firm fixed price contract.

3.02 Contract Approval

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

3.03 Standard Contract Provisions

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

3.04 Proposal as a Part of the Contract

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

3.05 Additional Terms and Conditions

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

3.06 Insurance Requirements

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form APPENDIX B1, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in APPENDIX B1 must be set out in the offeror's proposal.

3.07 Contract Funding

Payment for the contract is subject to funds already appropriated and identified.

3.08 Proposed Payment Procedures

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

3.09 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Revenue or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract.

The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

3.10 Informal Debriefing

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

3.11 Contract Personnel

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

3.12 Inspection & Modification - Reimbursement for Unacceptable Deliverables

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

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

3.13 Termination for Default

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

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

3.14 Contract Changes - Unanticipated Amendments

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

The contractor will not commence additional work until the project director has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Revenue or the Commissioner's designee.

3.15 Contract Invalidation

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

3.16 Nondisclosure and Confidentiality

Contractor will be required to agree 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" for the purpose of this contract, 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 as confidential by the State of Alaska's Classification and Categorization guidelines which will be provided by the state to the contractor or otherwise made available to the contractor. 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).

Additional information that the contractor shall hold as "Confidential Information" during the performance of services under this contract include information provided to contractor by the Department of Revenue, the Department of Natural Resources or the Alaska Gasline Development Corporation that is confidential under state or federal law.

If "Confidential Information" is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the "Confidential Information" is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the "Confidential Information" after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the "Confidential Information" within 30 days. Notice of the requested disclosure of "Confidential Information" by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the "Confidential Information".

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

Any other confidentiality information that might need to be included

SECTION FOUR
BACKGROUND INFORMATION

4.01 Background Information

Alaska has significant gas resources on the North Slope. Current known reserves are greater than 35 trillion cubic feet (TCF), and the USGS estimates of technically recoverable conventional gas resources are more than 240 TCF. Bringing this gas to market has been the focus of many efforts over the last 30+ years, and to be successful, it will require the coordinated and collaborative effort of many parties.

The Alaska LNG ("AKLNG") project provides a mechanism for that coordinated effort. If built, AKLNG will be a world-scale infrastructure investment that will supply domestic gas to Alaskans and export Alaska gas to Asian-Pacific markets such as Japan, Korea, China and India.

The AKLNG project will be a significantly more complex project, commercially and technically, than the gas commercialization projects that the State previously considered. The project will require one of the world's largest gas treatment plants on the North Slope, a 42-inch, 800 mile gas pipeline running from the North Slope to Nikiski, five or more in-state offtake points, a world-class liquefaction plant that can process up to 18 million tons of LNG per year, storage tanks and a marine terminal. The AKLNG project is estimated to cost between $45 billion and $65 billion.

The Administration, the Alaska Gasline Development Corporation ("AGDC"), TransCanada, ExxonMobil, ConocoPhillips Alaska and BP Exploration Alaska have signed a Heads of Agreement ("HOA") outlining the essential terms and road map necessary to build the AKLNG project. The Administration and TransCanada have

also signed a Memorandum of Understanding ("MOU") which describes in some detail the conditions under which TransCanada will participate in the AKLNG project and provide midstream serves to the State. Finally, the Legislature passed and the Governor signed Senate Bill 138 which grants AGDC, Department of Natural Resources and Department of Revenue certain powers and responsibilities to continue to move the project through the pre-front end engineering and design (Pre-FEED) stage. These documents along with related presentations can be found on the following websites: dor.alaska.gov/akgasdocs.aspx and www.legis.state.ak.us/basis/get_bill.asp?bill=SB138&session=28.

Is this appropriate background information? Or maybe part of it, in addition to some other language?

SECTION FIVE
SCOPE OF WORK

5.01 Scope of Work

AS 43.98.050 mandates that the Oil & Gas Competitiveness Review Board maintain a salient collection of information related to oil and gas exploration, development, and production in the state and related tax structures, rates and credits. Furthermore, the Oil & Gas Competitiveness Review Board is tasked with reviewing historical, current, and potential levels of investment, identifying factors likely to affect investment, and evaluating the competitive position of the state as compared to other like regions.

The Oil & Gas Competitiveness Review Board **is to make its first written findings and recommendations to the Alaska State Legislature before January 31, 2015,** or as soon thereafter in relation to these four areas:

1) Changes to the state's regulatory environment and permitting structure that would be conducive to encouraging increased investment while protecting the interests of the people of the state and the environment.

2) Status of the oil and gas labor pool in the state and the effectiveness of workforce development efforts by the state.

3) Status of the oil and gas related infrastructure of the state, including a description of infrastructure deficiencies.

4) Competitiveness of the state's fiscal oil and gas tax regime when compared to other regions of the world.

In order to complete this initial report and maintain a salient collection of information relevant to the assessment of Alaska's competitiveness, the Oil & Gas Competitiveness Review Board is obtaining information from a variety of sources and stakeholders, including the following: various state agencies such as the Department of Labor & Workforce Development, Department of Revenue, Department of Environmental Conservation, Department of Natural Resources, previously conducted studies, other workforce development interests, etc. The Oil & Gas Competitive Review Board recognizes that obtaining a complete collection of information requires cooperation and significant input from oil and gas companies.

To obtain accurate data from relevant companies, the Oil & Gas Competitiveness Review Board solicits proposals for a third party contractor to conduct a confidential survey of oil and gas companies to obtain pertinent data regarding the four aforementioned areas. The confidential survey will allow companies anonymity as well as the ability to share proprietary information and insight into respective investment strategies. Comparable surveys are routinely conducted across the industry, both domestically and internationally. This survey would be tailored specifically for the needs of Alaska's Oil & Gas Competitiveness Review Board.

In order to construct an effective and appropriate survey, the contractor will coordinate and consult with the Oil & Gas Competitiveness Review Board and approved Department of Revenue staff. Although the Oil & Gas Competitiveness Review Board will be privy to the survey and the results, it will not have access to individual company responses, which will remain confidential.

The Oil & Gas Competitiveness Review Board would like the contractor to survey oil and gas companies who are current lease holders/explorers/producers in all regions/basins of the state (including the federal Outer Continental Shelf), past lease holders/explorers/producers, and companies that are active in other like resource regions but not currently in Alaska.

5.02 Deliverables

1. An initial in person meeting with the Oil & Gas Competitiveness Review Board and Department of Revenue staff to draft the survey.
2. In person, follow up meeting.
3. Delivery of draft survey results.
4. Delivery of final survey results.

I think that the Deliverable should really be just the final survey results

SECTION SIX
PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format and Content

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

6.02 Introduction

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

A brief introduction that demonstrates familiarity of oil and gas competitiveness factors as described in the scope of work.

6.03 Management Plan for the Project

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project goals and legislative deadlines.

6.04 Experience and Qualifications

Demonstrate familiarity of oil and gas competitiveness factors as described in the scope of work.
Outline, in detail, prior experience with conducting like competitiveness review surveys of the oil and gas industry.

To be considered for this project, the Consultant/contractor must demonstrate experience and familiarity with the appropriate information required for this project. Experience with oil and gas companies is essential. Please include biographies of those principles that will be involved in the project.

6.05 Cost Proposal

The compensation for the contract shall be proposed in the following form:

Professional Labor (Billing Rate X Hours)

This rate should include Management, Development of Survey & Identifying Companies to respond, Conducting Survey, Data Review & Compilation and Reporting findings

Deviation from this requirement will be considered non-responsive.

Do you want this to be an hourly rate or would you prefer a cost be given for each of the items above or just a flat fee for the work, including travel. Either way, we just need to be sure it's an easy apples to apples cost comparison.

I think the simplest would be a flat rate. We don't really need to know who they pay what, their travel costs etc.

6.06 Evaluation Criteria

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

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

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

SECTION SEVEN
EVALUATION CRITERIA AND CONTRACTOR SELECTION

**THE TOTAL NUMBER OF POINTS USED
TO SCORE THIS PROPOSAL IS 100**

These are boilerplate questions, if they are appropriate, great, if they can be improved upon, even better! I guessed at the weighting, 40% is as low as we can go without some very compelling reason and General Services review and approval. The 10 percent Alaska Offerors preference is mandatory. This leaves 50% to divide up.

7.01 Management Plan for the Project (10 Percent)

Proposals will be evaluated against the questions set out below:

[a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

[b] How well is accountability completely and clearly defined?

[c] Is the organization of the project team clear?

[d] How well does the management plan illustrate the lines of authority and communication?

[e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

[f] To what extent has the offeror identified potential problems?

7.02 Experience and Qualifications (40 Percent)

Proposals will be evaluated against the questions set out below:

Questions regarding the personnel:

[a] Do the individuals assigned to the project have experience on similar projects?

[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?

[c] How extensive is the applicable education and experience of the personnel designated to work on the project?

Questions regarding the firm:

[d] How well has the firm demonstrated experience in completing similar projects on time and within budget?

[e] How successful is the general history of the firm regarding timely and successful completion of projects?

[f] Has the firm provided letters of reference from previous clients?

[g] If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

7.03 Contract Cost (40 Percent)

Overall, a minimum of **40** of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.16.

7.04 Alaska Offeror Preference (10 Percent)

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

SECTION EIGHT
ATTACHMENTS

8.01 Attachments

Attachments

1. Proposal Evaluation Form
2. Standard Agreement Form - Appendix A
3. Appendix B1
4. Notice of Intent to Award

PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Person or Firm Name _____

Name of Proposal Evaluation (PEC) Member _____

Date of Review _____

RFP Number _____

EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100

_____

7.01 Management Plan for the Project—10 Percent

Maximum Point Value for this Section - 10 Points
100 Points x 10 Percent = 10 Points

Proposals will be evaluated against the questions set out below.

[a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

EVALUATOR'S NOTES _____

_____

[b] How well is accountability completely and clearly defined?

EVALUATOR'S NOTES _____

_____

[c] Is the organization of the project team clear?

EVALUATOR'S NOTES _____

_____

[d] How well does the management plan illustrate the lines of authority and communication?

EVALUATOR'S NOTES _____

_____

[e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

EVALUATOR'S NOTES _____

_____

[f] To what extent has the offeror identified potential problems?

EVALUATOR'S NOTES _____

_____

EVALUATOR'S POINT TOTAL FOR 7.03 _____

7.04 Experience and Qualifications—40 Percent

Maximum Point Value for this Section - 40 Points
100 Points x 40 Percent = 40 Points

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

[a] Do the individuals assigned to the project have experience on similar projects?

EVALUATOR'S NOTES _____

_____

[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

EVALUATOR'S NOTES _____

_____

[c] How extensive is the applicable education and experience of the personnel designated to work on the project?

EVALUATOR'S NOTES _____

_____

Questions regarding the firm.

[d] Has the firm demonstrated experience in completing similar projects on time and within budget?

EVALUATOR'S NOTES _____

_____

[e] How successful is the general history of the firm regarding timely and successful completion of projects?

EVALUATOR'S NOTES _____

_____

[f] Has the firm provided letters of reference from previous clients?

EVALUATOR'S NOTES _____

_____

[g] If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for the offeror?

EVALUATOR'S NOTES _____

_____

EVALUATOR'S POINT TOTAL FOR 7.04 _____

7.05 Contract Cost — 40 Percent

Maximum Point Value for this Section - 40 Points
100 Points x 40 Percent = 40 Points

Overall, a minimum of 20 percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.16.

EVALUATOR'S POINT TOTAL FOR 7.05 _____

7.06 Alaska Offeror Preference — 10 Percent

Alaska bidders receive a 10 percent overall evaluation point preference.
Point value for Alaska bidders in this section -- 10 Points
100 Points x 10 Percent = 10 Points

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

EVALUATOR'S POINT TOTAL FOR 7.06 (either 0 or 10) _____

EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS _____