

# The Alaska Legislature Legislative Budget and Audit Committee



## REQUEST FOR PROPOSAL (RFP) RFP NO. 24-33-02

**EXPERTISE AND ECONOMIC ANALYSIS RELATED TO ALASKA OIL AND GAS  
FISCAL SYSTEMS, CARBON CAPTURE, AND LIQUID NATURAL GAS,  
UTILIZATION, AND STORAGE PROJECTS.**

Sealed Proposals must be received before 2:00 PM Alaska Time on Monday, February 19, 2024, as described in paragraph 1.02 (Proposal Submission, Delivery, and Acceptance) of this RFP

Offerors are not required to return this form

Under AS 36.30.020, the Alaska Legislative Council adopted procurement procedures that were based on competitive principles consistent with AS 36.30 and adapted to the special needs of the Legislative Branch. Therefore, the Legislative Branch follows its own procurement procedures and is not subject to the procurement procedures of the Executive Branch.

Copies of the Alaska Legislative Procurement Procedures are available upon request or at <https://aws.state.ak.us/OnlinePublicNotices/Notices/Attachment.aspx?id=137335>

**IMPORTANT NOTICE:** You must register with the Procurement Manager listed in this document to receive subsequent amendments to this RFP, whether you received this RFP from the State of Alaska's "Online Public Notice" (OPN) website or another source. Failure to register with the Procurement Manager may result in the rejection of your proposal.

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## **Section One - Introduction and Instructions**

### **1.01 Purpose of the RFP**

The Alaska State Legislature, Legislative Budget and Audit Committee (LBAC) is seeking sealed proposals from persons or firms offering economic expertise in Alaska natural resource fiscal systems, including oil and gas systems, gas pipelines, carbon offsets, carbon credits, carbon storage projects, and the development and operation of liquid natural gas infrastructure.

### **1.02 Proposal Submission, Delivery, and Acceptance**

#### If submitting a hard copy proposal:

An Offeror must submit one sealed package containing hard copies of the technical portion of the proposal, the cost proposal, and one USB flash drive containing a print-ready electronic PDF version of both the technical and cost proposals. The hard copy of the cost proposal included in the package must be submitted separately from the technical proposal and clearly identified. If a discrepancy is found between a file submitted on the USB drive and a hard copy, the hard copy is considered the Master Copy and will control.

Please note: Postal and other delivery services to Alaska can be slower than services to the contiguous U.S. Vendors are responsible for ensuring their proposal package arrives by the deadline listed in this RFP.

The sealed proposal package(s) must be addressed as follows:

Legislative Budget and Audit Committee  
Attention: JC Kestel  
Expertise and Economic Analysis RFP 24-33-02

If using U.S. mail, please use the following address:

**STATE CAPITOL**  
**120 4<sup>TH</sup> STREET ROOM 3**  
**JUNEAU, AK 99801-1182**

If using a delivery service, please use the following address:

**TERRY MILLER LEGISLATIVE OFFICE BUILDING**  
**129 6<sup>TH</sup> STREET ROOM 222**  
**JUNEAU, AK 99801**

#### If submitting a proposal via email:

The technical proposal and cost proposal must be saved as separate PDF documents and sent through email to [JC.Kestel@akleg.gov](mailto:JC.Kestel@akleg.gov) as separate, clearly labeled attachments. Example: "Vendor name – Technical Proposal.pdf" and "Vendor Name – Cost Proposal.pdf". The email subject line must be addressed as Proposal for Expertise and Economic Analysis RFP 24-33-02.

The **maximum** size of a single email (including all text and attachments) that can be received is **50 MB (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 50 megabytes and each email must comply with the requirements described above. Please note that email transmission is not instantaneous; the LBAC recommends sending proposals with enough time to ensure delivery by the deadline for receipt of proposals.

It is the Offeror's responsibility to contact the issuing agency at **907-465-6705-(VOICE) OR 907-465-4980 (TDD)** to confirm receipt of the proposal. The LBAC is not responsible for unreadable, corrupt, or missing attachments. Receipt confirmation can only confirm if the package or email was received but cannot verify contents or quality of contents. Proposals will not be opened until the date and time specified in this RFP.

### **1.03 Photocopies**

Photocopied proposals are allowed.

### **1.04 Contract Term and Work Schedule**

The contract term and work schedule set out herein represents the LBAC Chair's best estimate of the schedule that will be followed. If a component of this schedule is delayed, the rest of the schedule may be shifted at the discretion of the LBAC Chair. The project schedule may be adjusted by the LBAC Project Director with written notice to the Contractor (the "Contractor" is also referred to as the "Consultant" in this RFP).

The length of the Contract resulting from this RFP (hereafter "Contract") will be from the date the Contract is signed by the LBAC Chair until June 30, 2025. The Contract may be extended for up to three one-year increments through amendment, with mutual agreement of the contracting parties.

The estimated RFP schedule is as follows:

January 29, 2024,	Issue RFP
February 5, 2024,	Pre-Proposal Teleconference
February 9, 2024,	Deadline for Written Questions
February 19, 2024,	Deadline for Receipt of Proposals
February 20, 2024,	Evaluations Begin
February 27, 2024,	The LBAC Issues Notice of Intent to Award a Contract
March 11, 2024,	Contract Signed by the LBAC
March 12, 2024,	Contract Starts

### **1.05 Location of Work; Transportation Expenses**

The location of work associated with paragraph 5.01 (Scope of Work) of this RFP is predominantly at the Contractor's office. If the Contractor is asked to conduct presentations in committee meetings of the Legislature or to testify as an expert before legislative committees, this work will take place in Juneau or Anchorage, Alaska. With permission of the LBAC Chair, some work may be completed by videoconference. Work in Juneau or Anchorage is subject to legislative need and may be short (two to three days at a time) or a longer term (five to six days per week for two to three weeks at a time).

If required to attend in-person meetings, reasonable notice will be given to the Contractor. The Contractor will be reimbursed for transportation expenses as follows:

Air travel will be reimbursable for the cost of economy seating; ground transportation will be reimbursable for the cost of travel by taxi or a ride-share app; and lodging will be reimbursable at the rate of a standard hotel room. Meals will be reimbursed at the federal per diem rate.

The Contractor will not be paid for time spent traveling unless a description of the work to be done while traveling has been provided in writing and approved in advance by the Project Director. If the Contractor works while traveling, the Contractor will be paid at the hourly rate in the Contract. When travel to Alaska is required, the LBAC will attempt to provide workspace for the successful Offeror, however, workspace for the Contractor is not guaranteed under this Contract.

### **1.06 Human Trafficking**

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

In addition, if the Offeror conducts business in but is not headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report, a certified copy of the Offeror's policy against human trafficking must be submitted to the LBAC prior to contract award.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/reports/2023-trafficking-in-persons-report/>.

If an Offeror fails to comply with this paragraph, the LBAC may reject, without liability, the Offeror's proposal as non-responsive, cancel the intent to award to the Offeror, or cancel the resulting Contract to the Offeror.

### **1.07 Americans with Disabilities Act**

The Alaska State Legislature complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a proposal should contact the Procurement Manager no later than (10) ten days prior to the deadline for receipt of proposals to make any necessary arrangements. If a request for special arrangements is received less than (10) ten days prior to the deadline for receipt of proposals, the LBAC will attempt to accommodate the request.

### **1.08 Review of RFP**

Offerors should carefully review this RFP, without delay, for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the Procurement Manager at least ten (10) days prior to the deadline for receipt of proposals. This will help prevent opening a defective RFP and exposure of an Offeror's proposal upon which award could not be made. Protests by an Offeror based on any omission or error, or on the content of the RFP, may be disallowed if the Offeror has not brought these faults to the attention of the Procurement Manager, in writing, ten (10) days prior to the deadline for receipt of proposals.

### **1.09 Questions Received Prior to Deadline for Receipt of Proposals**

All questions must be directed to the Procurement Manager listed on the first page of this RFP. Interested parties must confirm telephone conversations in writing. Offerors or their agents may not contact any member of the Proposal Evaluation Committee (PEC) or their staff or any member of the Legislature or their staff regarding this RFP.

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. The second type is a question that would require the Procurement Manager to clarify or interpret part of the RFP or its intent. Response to the second type of question will be given only in writing via amendment to the RFP. These questions should be received by the Procurement Manager at least ten (10) days prior to the deadline for receipt of proposals.

### **1.10 Amendments**

If an amendment to this RFP is issued, it will be posted to the State of Alaska's Online Public Notice (OPN) website and a courtesy notice may be provided to all who have registered with the Procurement Manager. However, it remains the Offeror's responsibility to check the OPN for any updates or amendments.

### **1.11 Number of Proposals; Alternate Proposals**

Only (1) one proposal per Offeror will be evaluated. If an Offeror submits more than one (1) proposal for evaluation, all proposals received from the Offeror will be rejected. Proposals that are not responsive to the type of work described in this RFP will be rejected.

### **1.12 Right of Rejection**

Offerors must comply with all of the terms of this RFP, Alaska Legislative Procurement Procedures, and all applicable local, state, and federal laws, codes, and regulations. The Procurement Manager may reject any proposal that does not comply with all of the material terms, conditions, or performance requirements of this RFP.

Offerors may not qualify or restrict the rights of the LBAC in a proposal. If an Offeror does so, the Procurement Manager may determine the proposal to be non-responsive and the proposal may be rejected.

A proposal may be rejected if the proposal contains a material alteration or erasure that is not initialed by the signer of the proposal.

The Procurement Manager may waive minor informalities that:

- a) do not affect responsiveness;
- b) are merely a matter of form or format;
- c) do not change the relative standing or otherwise prejudice other offers;
- d) do not change the meaning or scope of the RFP;
- e) are trivial, negligible, or immaterial in nature;

- f) do not reflect a material change in the work, services, or products requested; or
- g) do not constitute a substantial reservation against a requirement or provision.

Furthermore, a proposal may be rejected in whole or in part when rejection is in the best interest of the LBAC, as provided in Sec. 130 of the Alaska Legislative Procurement Procedures.

### **1.13 Non-Award of Contract**

This RFP does not obligate the LBAC to award a contract, or, as provided in Sec. 125 of the Alaska Legislative Procurement Procedures, to pay any costs incurred in the preparation of a proposal when the LBAC does not award a contract.

### **1.14 Disclosure of Proposal Contents**

All proposals and other material submitted become the property of the LBAC and may be returned only at the LBAC's option. All proposal information, including detailed price and cost information, will be confidential during the evaluation process and prior to the time a Notice of Intent to Award a Contract (NIA) is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary information contained in proposals may be held confidential if (1) the Offeror requests, in writing, that the information be held confidential; and (2) the Procurement Manager agrees, in writing, to hold the information confidential. A request to hold information confidential under this paragraph must be included with the Offeror's proposal, must clearly identify the information the Offeror wishes to be held confidential, and must include a statement that sets out the reasons for confidentiality. Unless the Procurement Manager agrees in writing to hold the requested information confidential, that information will also become public after the NIA is issued.

### **1.15 Subcontractors**

A subcontractor may be used to perform work under the Contract. If an Offeror intends to use a subcontractor, the Offeror must identify in the proposal the names of the subcontractor(s) and the portions/type of the work and percentage of work the subcontractor(s) will perform. Qualifications of the subcontractor's staff assigned to the work should be described in the same manner as the Contractor's staff. Conflicts of interest for subcontractors must be disclosed in the same manner as required for Contractors as outlined in paragraph 1.18 (Conflict of Interest) of this RFP.

A change in subcontractor(s) after award of the Contract must be approved in writing by the Project Director. A sworn affidavit of unavailability from the subcontractor identified in the proposal must be included in a request to the Project Director to change subcontractors.

A subcontractor cannot be used to meet qualifications for this project as described in paragraph 2.07 (Prior Experience) of this RFP and cannot be used to support the application for purposes of paragraph 6.02 (Technical Proposal Format) of subparagraph 2. (Relevant Offeror Experience and Qualifications) or subparagraph 3. (Project Team Experience and Qualifications) of this RFP.

If a proposal with subcontractors is selected, the Offeror must provide the following information concerning each prospective subcontractor within five (5) working days of a request made by the LBAC:



- a) complete name of the subcontractor;
- b) complete address of the subcontractor;
- c) evidence that the subcontractor holds a valid Alaska business license; and
- d) a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor has agreed to render the services required by the Contract and is free from conflicts of interest and is independent in fact and appearance.

An Offeror's failure to provide this information as required by this paragraph may cause the LBAC to consider the Offeror's proposal non-responsive and reject it.

All subcontractors that perform work under the Contract are subject to the requirements of this RFP, including, but not limited to, the requirements of paragraph 3.05 (Applicable Law) and paragraph 3.06 (Insurance Requirements) of this RFP.

### **1.16 Joint Ventures**

Joint ventures are acceptable. If submitting a proposal as a joint venture, the Offeror must submit a copy of the joint venture agreement that identifies the principals involved and their rights and responsibilities regarding performance and payment.

### **1.17 Offeror's Certification**

By signature on the proposal, an Offeror certifies that:

- a) the Offeror will comply with the laws of the State of Alaska;
- b) the Offeror will comply with the applicable portion of the Federal Civil Rights Act of 1964;
- c) the Offeror will comply with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- d) the Offeror will comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- e) the Offeror will comply with all terms and conditions set out in this RFP;
- f) the proposal submitted was independently arrived at, without collusion;
- g) the Offer shall be good and firm for a period of at least 90 days from the date of deadline for receipt of proposals to the RFP; and
- h) programs, services, and activities provided to the general public under the resulting Contract will conform to 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 1.17, the LBAC reserves the right to disregard the proposal, terminate the Contract, or consider the Contractor in default under the Contract.

### **1.18 Conflict of Interest**

Each proposal shall include a statement indicating whether or not the Offeror or any individuals working on the Contract has a possible conflict of interest (e.g., is currently employed by the State of Alaska, formerly employed by the State of Alaska within the past five years, or currently providing services to the State, a political subdivision of the State, or a public corporation of the State, or is under contract with the State), and, if so, the nature of that conflict.

Each proposal shall also include a statement indicating whether the Offeror currently works for a firm that is engaged in oil or gas exploration, development, or production in Alaska or has worked for such a firm over the past five years and whether the firm is engaged in carbon offset, carbon credit, or carbon storage projects. The proposal must indicate, for each instance, the nature of the work performed by the Offeror, whether the relationship is ongoing or concluded, the name of the firm (if allowed by existing contractual agreements), and whether the Offeror would require a waiver or other authorization in order to contract with the LBAC. If the Offeror believes there is an actual, potential, or perceived conflict, the Offeror shall also include a description of the actions the Offeror will take to alleviate the conflict and maintain the Offeror's independence from the Alaska oil and gas industry while carrying out the work described in this RFP.

Conflicts, or perceived or potential conflicts, waiver requirements, and mitigation means will be evaluated by the PEC for the degree of conflict and whether the conflict or perceived or potential conflict, waiver requirement, or mitigation plan is of a nature that may impede the Offeror's independence or appearance of independence before the Legislature and the public. The Offeror awarded a Contract shall keep itself free from any potential conflict of interest and maintain its independence. The LBAC Chair 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 Offeror. The LBAC Chair's determination regarding any questions of conflict of interest is final.

### **1.19 Project Director**

The administration of the Contract is the responsibility of the Project Director. The Project Director shall be named in the Contract but may be changed at any time at the LBAC Chair's discretion. The LBAC Chair shall provide written notice to the Contractor of any change to the Project Director. References to the "Project Director" in this RFP refer to the individual named in the Contract, as described in this paragraph 1.19.

### **1.20 Assignment/Transfer**

Assignment or transfer of the Contract is subject to Sec. 160 of the Alaska Legislative Procurement Procedures.

### **1.21 Binding on Successors**

Subject to paragraph 1.20 (Assignment/Transfer) and paragraph 1.24 (Severability) of this RFP, the Contract and all the covenants, provisions, and conditions contained in the Contract shall inure to the benefit of and be binding upon the successors and assigns of the Contractor and the LBAC.

### **1.22 Dispute**

The Contract is governed by the laws of the State of Alaska and the Alaska Legislative Procurement Procedures. If the Contractor has a claim arising in connection with the Contract that

cannot be resolved by mutual agreement, the claim will be resolved under Sec. 350 of the Alaska Legislative Procurement Procedures.

### **1.23 Venue and Applicable Law**

In the event that the parties to the Contract find it necessary to litigate the terms of the Contract, the venue shall be the State of Alaska, First Judicial District in Juneau, and the Contract shall be interpreted according to the laws of Alaska.

### **1.24 Severability**

If any provision of the Contract is declared by a court to be illegal or in conflict with any law, the LBAC and the Contractor shall be bound by the remainder of the Contract without the provision.

### **1.25 Procurement Procedures**

This RFP is subject to the Alaska Legislative Procurement Procedures. A copy of the Alaska Legislative Procurement Procedures can be obtained from the website link located on page one of this RFP or a copy may be requested by emailing the Procurement Manager listed on page one of this RFP.

### **1.26 Records; Audit**

The requirements in this paragraph 1.26 are in addition to any other records required by this RFP. The Contractor shall accurately maintain detailed time records that state the date and detail of the work done and identify the individual(s) that did the work. The Contractor shall also keep any other records that are required by the Contract or the Project Director. The records required by this paragraph are subject to inspection by the LBAC at all reasonable times.

### **1.27 Materials and Processes Covered by Patents, Trademarks, or Copyrights**

If the Offeror employs any design, device, material, or process covered by a patent, trademark, or copyright not held by the Offeror, the Offeror shall obtain permission to use the design, device, material, or process from its owner. The Offeror shall indemnify, hold harmless, and defend the Legislature of the State of Alaska, the LBAC, the officers, agents, and employees of the Legislature and the LBAC, and any affected third party from any and all claims for infringement by reason of the use of patented design, device, material or process, or any trademark or copyright, and for any costs, expenses, and damages due to infringement at any time during the work or after the completion of the work.

### **1.28 Ownership and Reuse of Documents**

All data, documents, reports, material, and other items generated as a consequence of work done under the Contract are the property of the LBAC, including economic models and databases created as required under Section Five (Scope of Work) of this RFP. To the extent the Offeror has any interest in the copyright for these items under the copyright laws of the United States, the Offeror transfers any and all interest the Offeror has in the copyright for these items to the LBAC, and the LBAC will be the owner of the copyright for these items. Upon completion of the work or termination of the Contract, all items shall be delivered to the Project Director. Offeror acknowledges that all the items are the property of the LBAC. Notwithstanding this provision, the LBAC will not have proprietary rights to financial models, databases, or software developed under the Contract solely for the purposes of the Contract, nor will it prevent the Contractor from making publicly available work performed under the Contract where such work has already been made

publicly available by the LBAC. The LBAC may use these financial models, databases, or software items in its present or future legislative work.

**1.29 Coverage Under the Ethics Law**

Certain provisions of AS 24.60 (the Legislative Ethics Act) apply to legislative contractors. It is the responsibility of the Contractor to review AS 24.60 and remain compliant with all applicable provisions of AS 24.60 throughout the term of the Contract.

**1.30 Cancellation of Solicitation**

This RFP may be canceled as provided in Sec. 120 of the Alaska Legislative Procurement Procedures.

## **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 made in accordance with the RFP shall constitute a continuing offer that will remain open for ninety (90) days after the deadline for receipt of proposals in response to this RFP even if, during the ninety (90) days, the NIA to another Offeror is issued or a Contract is entered into with another Offeror.

### **2.02 U.S. Funds**

Prices quoted shall be in U.S. funds.

### **2.03 Taxes**

The Contractor is responsible for all local, state, or federal taxes. All proposals shall be submitted exclusive of federal, state, and local taxes.

### **2.04 Amendments to Proposals**

Except as specifically allowed in this paragraph, amendments to or withdrawals of proposals will only be allowed if requests are received before the deadline for receipt of proposals. Amendment or withdrawal will not be accepted after the deadline unless the amendment or withdrawal is in response to a request made by the LBAC.

### **2.05 Supplemental Terms and Conditions**

Proposals must comply with paragraph 1.12 (Right of Rejection) of this RFP. If the LBAC fails to identify or detect a term or condition in a proposal that conflicts with this RFP or that diminishes the LBAC's rights under the Contract resulting from the RFP, the conflicting term or condition will be null and void.

After award of Contract, unless otherwise specified in the Contract:

- a) if there is a conflict between a term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail;
- b) if there is a conflict between (1) the RFP or the proposal, and (2) the Contract, the Contract will govern; and
- c) if the LBAC's rights would be diminished as a result of a term or condition included in the proposal, the term or condition will be considered null and void.

### **2.06 Clarification of Offers**

In order to determine if a proposal is susceptible for award, communications by the Procurement Manager on behalf of the 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 RFP or the proposal. The evaluation by the PEC may be adjusted as a result of clarification under this paragraph 2.06.

## **2.07 Prior Experience**

In order for offers to be considered responsive, the Offeror must meet the following minimum experience requirements:

- a) five years of high-level experience evaluating and advising on international oil and gas fiscal systems, including pipelines;
- b) five years of work related to oil and gas fiscal systems for a government or other similar sovereign entity;
- c) possess five years' experience with advanced modeling and evaluating the effectiveness of oil and gas fiscal systems, including pipelines; and
- d) five years of experience providing expert economic analysis and advice on proposed legislation related to the operation of liquid gas production, development, and understanding of facility construction.

An Offeror's failure to meet these minimum prior experience requirements will cause the proposal to be considered non-responsive, resulting in rejection of the proposal.

Although not a requirement, the LBAC would prefer an Offeror or an assigned employee of the Offeror to have;

- expertise related to carbon offset, carbon credit, and carbon storage projects.
- experience working directly with the Alaska State Legislature, the State of Alaska, or a public corporation of the state.

## **2.08 Evaluation of Proposals**

A PEC is made up of members designated by the LBAC Chair. The PEC may include members who are non-voting Subject Matter Experts (SMEs) for the purpose of providing answers to technical questions received from the voting members. SMEs, if any, will be required to sign non-conflict of interest and confidentiality statements prior to joining the PEC team. The evaluation will be based solely on the evaluation factors set out in Section Seven (Evaluation Criteria) of this RFP.

After receipt of proposals but prior to the issuance of the NIA, 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.

## **2.09 Federal Tax ID**

An Offeror must submit a valid Federal Tax ID to the LBAC within five (5) working days after the date of the LBAC's request.

## **2.10 Alaska Business License, Legal Entity 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, an Offeror must

hold a valid Alaska business license prior to the deadline for receipt of proposals. If claiming the Alaska Bidder Preference, a copy of the business license must be included with the proposal. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, website: [www.businesslicense.alaska.gov](http://www.businesslicense.alaska.gov); phone: (907) 465-2550; email: [businesslicense@alaska.gov](mailto:businesslicense@alaska.gov); mailing: 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 inclusion of the license number in the proposal;
- c) a canceled check or other proof of payment of 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.

Prior to the deadline for receipt of proposals, all Offerors must hold any other necessary applicable professional licenses required by Alaska statutes or regulations.

### **2.11 Alaska Bidder Preference**

If an Offeror qualifies for the Alaska Bidder Preference, the Offeror will receive a preference of five percent (5%) applied to the Offeror's total cost proposal before points are calculated in accordance with paragraph 2.12 (Formula Used to Convert Cost to Points) of the proposal evaluation process. The Alaska Bidder 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 the Contract 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 paragraph 2.11.

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

If the Offeror is an LLC or partnership as identified in (4) of this paragraph 2.11, the statement must also identify each member or partner and include a statement certifying that all members or partners are residents of the State.

If the Offeror is a joint venture that includes an LLC or partnership as identified in (4) of this paragraph, 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.

**2.12 Formula Used to Convert Cost to Points**

The distribution of points based on cost will be determined by the Procurement Manager. Cost Proposals will have the Alaska Bidder’s Preference applied to the proposed total cost prior to converting cost to points. The lowest cost proposal will receive the maximum number of points allocated to cost. The points allocated to the cost on the other proposals will be determined through the method set out below. In the generic example below, cost is weighted as 25 percent (25%) of the overall total score. See Section Seven (Evaluation Criteria) 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 – (\$45,000 proposal with 5% AK Bidder Preference applied)
Offeror #3 - Alaskan Offeror	\$47,500 – (\$50,000 proposal with 5% AK Bidder Preference applied)

**[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 25 percent (25%) or 25 points of the total of 100 points for cost.

**Offeror #1 receives 25 points.**

Offeror #1 received 25 points because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 25 points.

**Offeror #2 receives 23.4 points.**

\$40,000	x	25	=	1,000,000	÷	\$42,750	=	23.4
Lowest Cost		Max Points				Offeror #2 Adjusted By		Points



The Application Of  
All Applicable  
Preferences

**Offeror #3 receives 21.1 points.**

$$\begin{array}{rccccccccc} \$40,000 & \times & 25 & = & 1,000,000 & \div & \$47,500 & = & 21.1 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#3} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

**2.13 Notice of Intent to Award a Contract – Offeror Notification of Selection**

Upon selection of an apparent successful Offeror, the Procurement Manager will issue a written Notice of Intent to Award a Contract (NIA) and send copies to all Offerors. The NIA will set out the names of all Offerors and identify the proposal selected for award.

**2.14 Protest**

If an Offeror wishes to protest a solicitation, the award of a contract, or the proposed award of a contract, the protest must be filed as required by Sec. 230 and Sec. 240 of the Alaska Legislative Procurement Procedures.

**2.15 Pre-Proposal Teleconference**

All prospective Offerors are encouraged to call into the pre-proposal teleconference. This pre-proposal teleconference will be held on Monday, February 5, 2024, at 10:00 AM, Alaska Time. To attend, Offerors must call one of the following teleconference lines: 907-586-9085 (Juneau), 907-563-9085 (Anchorage), or 1-844-586-9085 (toll-free outside of Juneau and Anchorage).

The purpose of the teleconference is to discuss details of the RFP with prospective Offerors and allow them to ask questions concerning the RFP. Call-in attendance at the pre-proposal teleconference is not mandatory. The Procurement Manager will not provide any detail on information given during the teleconference to potential Offerors who do not attend the teleconference. Prior to the meeting participants should read the RFP and come prepared to discuss any concerns and ask questions.

Questions asked during the teleconference will be answered in accordance with 1.09 (Questions Received Prior to Deadline for Receipt of Proposals). The Procurement Manager may request potential Offerors to submit questions in writing for further clarification.

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

## **Section Three - Standard Contract Information**

### **3.01 Format of Contract**

The Contract will be in the format desired by the LBAC Chair.

### **3.02 Contract Approval**

The Contract and amendments to the Contract are subject to approval by the LBAC. The LBAC will not be responsible for any work done by the Contractor, even work done in good faith, if it occurs prior to the signing of the Contract or an applicable amendment to the Contract.

### **3.03 Proposal as a Part of the Contract**

Part or all of this RFP and the successful proposal will be incorporated into the Contract.

### **3.04 Additional Terms and Conditions**

The LBAC Chair reserves the right to include additional terms and conditions in the Contract.

### **3.05 Applicable Law**

The Contractor must comply with all applicable federal and state labor, wage, hour, safety, and any other laws which have a bearing on the Contract and must have all licenses and permits required by applicable federal, state, and municipality law, for performance of the Contract.

### **3.06 Insurance Requirements**

Without limiting indemnification responsibilities under paragraph 3.14 (Indemnification) and paragraph 1.27 (Materials and Processes Covered by Patents, Trademarks, or Copyrights), the Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement, the policies of insurance listed below. 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 LBAC is entitled to coverage to the extent of such higher limits. Certificates of insurance must be furnished to the Project Director prior to beginning work and must provide for notice of cancellation, nonrenewal, or material change of conditions. Failure of the Contractor to furnish the LBAC with satisfactory evidence of insurance, or to notify the LBAC of the lapse of, or material change in, the policy, is a material breach of the Contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with and be issued by insurers authorized in Alaska or another state to transact the business of insurance.

**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 as required by any other applicable statute. The policy must waive subrogation against the state.

A Successful Offeror who is an entity without employees may satisfy the workers' compensation requirements of this paragraph by submitting a signed letter stating that the Successful Offeror is an entity without employees and that if at any time during the term of the Contract, one or more employees are hired, the Successful Offeror will purchase, at its own expense, and maintain in force at all times workers' compensation insurance for the employee or employees and submit proof of the workers' compensation insurance to the Project Director.

**Commercial General Liability Insurance:** Covering all business premises of, and operations by or on behalf of, the Contractor in the performance of the Contract, including, but not limited to, blanket contractual coverage, products coverage, premises and operations coverage, independent Contractor's coverage, broad form property damage endorsement, and personal injury endorsement; the policy must have minimum coverage limits of \$1,000,000 combined single limit per occurrence and annual aggregates where generally applicable. Unless waived by the LBAC, the insurance policy shall name the LBAC as an additional insured.

**Commercial Automobile Liability Insurance:** Covering all vehicles used by the Contractor in the performance of work under this Contract with minimum coverage limits of \$500,000 combined single limit per occurrence.

**Professional Liability Insurance:** Covering all errors, omissions, or negligent acts in the performance of the professional services under this agreement with minimum coverage limits of \$1,000,000 combined single limit per occurrence and annual aggregate.

All insurance shall be considered to be primary and non-contributory to any other insurance carried by the LBAC through self-insurance or otherwise. The contractor shall provide evidence of continuous coverage by submitting, without reminder, annual renewal certificates for the required insurance to the Project Director for the life of the contract.

### **3.07 Contract Funding and Budget**

Funds are contingent upon the approval of the LBAC to award a Contract. Upon the LBAC approval, funds will be available in an appropriation to pay for the LBAC's monetary obligations under the Contract through June 30, 2024. The availability of funds to pay for the LBAC's monetary obligations under the Contract after June 30, 2024, is contingent upon appropriation by the Legislature of funds to pay for work conducted from July 1, 2024, through the end of the Contract. In addition to any other right of the LBAC under the Contract to terminate the Contract, if, in the judgment of the LBAC, sufficient funds are not appropriated, the Contract will be terminated by the LBAC, or amended, without liability of the LBAC for the termination or amendment. To terminate under this paragraph 3.07, the Project Director shall provide written notice of the termination to the Contractor and the Contract will be terminated under paragraph 3.12 (Termination of Contract) of this RFP.

### **3.08 Contract Payment**

No payment will be made until the billing is approved by the Project Director. If a payment is not made within 90 days after the LBAC has received properly approved billing, the LBAC shall pay interest on the unpaid balance of the billing at the rate of 1.5 percent (1.5%) per month from, and including, the 91<sup>st</sup> day through the date payment is made. A payment is considered made on the date it is mailed or personally delivered to the Contractor.

The LBAC 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.

### **3.09 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.

### **3.10 Contract Personnel**

During the Contract, any work performed and billed by the Contractor must be performed by the Contract personnel or subcontractors named in the Offerors proposal. Any changes to the Contractor personnel or subcontractors named in the proposal must be approved, in advance and in writing, by the Project Director prior to the commencement of work. Personnel changes that are not approved by the Project Director may be grounds for the LBAC to terminate the Contract or reject invoices based on work by non-approved personnel.

### **3.11 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 LBAC 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.

In addition to any other right of the LBAC under the Contract to terminate the Contract, the LBAC may terminate the Contract for substantial failure of the Contractor to perform the Contract. In this event, the LBAC may require the Contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek damages.

### **3.12 Termination of Contract**

Upon delivery of written notice to the Contractor, the Contract may be terminated by the LBAC Chair with or without cause. To terminate, the Project Director shall provide notice by email or delivery of a hard copy to the Contractor; the method selected for notice is at the sole discretion of the Project Director. If the Contract is terminated and the termination is not based on a breach by the Contractor, the LBAC shall compensate the Contractor for services provided under the terms of the Contract up to the date the termination notice is delivered, provided the Contractor provides the LBAC with a statement in writing containing a description, including, but not limited to, the detailed records required by paragraph 1.26 (Records; Audit) of the services provided prior to contract termination and any other records requested by the Project Director.

### **3.13 Breach of Contract**

In case of a breach of the Contract, for whatever reason, by the Contractor, the LBAC may procure the services from other sources and hold the Contractor responsible for damages resulting from the breach.

### **3.14 Indemnification**

The Contractor shall indemnify, hold harmless, and defend the LBAC, the Alaska State Legislature, and officers, agents, and employees of the LBAC and the Alaska State Legislature from liability of any nature or kind, including, but not limited to, costs, attorney fees, and expenses, for or on account of any and all legal actions or claims of any character whatsoever resulting from

injuries or damages sustained by any person or persons or property as a result of any error, omission, or negligence of the Contractor that occurs on or about the LBAC's or State of Alaska premises or that relates to the Contractor's performance of its contractual obligations.

### **3.15 Contract Amendments**

In addition to any other amendment the parties may be allowed to make under the Contract, the terms of the Contract entered into as a result of this RFP may be amended by mutual written agreement of the parties.

### **3.16 Contract Changes – Unanticipated Amendments**

During the course of the Contract, the LBAC may request the Contractor to perform additional work. That work will be within the general scope of the Contract and may not amount to a material amendment of the Contract. When additional work is requested and the Contractor agrees to perform the additional work, the Project Director will provide the Contractor with 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.

The Contractor may not commence the additional work until the Project Director has secured any required approvals necessary for the amendment and the LBAC and the Contractor have signed a written contract amendment, approved by the LBAC.

### **3.17 Nondisclosure and Confidentiality**

The Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified in this RFP or the resulting Contract and shall not disseminate or allow dissemination of confidential information except as provided for in this paragraph 3.17. 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, or use by third parties of, the confidential information. "Reasonable care" includes compliance by the Contractor with all applicable federal and state laws, including the Social Security Act and the Health Insurance Portability and Accountability Act (HIPAA). The Contractor must promptly notify the LBAC in writing if it becomes aware of any improper storage, disclosure, loss, unauthorized access to, or use of any confidential information.

Confidential information, as used in this RFP, means any data, files, software, information, or materials (whether prepared by the State, the LBAC, or their agents, advisors, or contractors) in oral, electronic, tangible, or intangible form and however stored, compiled, or memorialized, that is classified confidential as defined by the State of Alaska Information Security Policies adopted by the Department of Administration and provided by the LBAC to the Contractor or the Contractor's agent or otherwise made available to the Contractor or the Contractor's agent in connection with the Contract, or acquired, obtained, or learned of by the Contractor or the Contractor's agent in the performance of the Contract. Examples of confidential information include but are not limited to, personal information, health data, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

Additionally, all data, documents, reports, material, and other items generated as a consequence of work done under the Contract and all related working papers shall be held by the Contractor as confidential.

## **Section Four - Background Information**

### **4.01 RFP Background Information**

The Legislature is considering proposals to modify Alaska's oil and gas production tax system. Proposals include modifications to royalty structures and tax rates on oil and gas, tax credits, and other changes to Alaska's oil and gas fiscal system, including liquid natural gas fiscal systems. These proposals come in the form of legislation, which the Legislature is currently reviewing, analyzing, and deliberating. The Legislature requires a Consultant who thoroughly understands Alaska's current oil and gas fiscal system (as it applies to the oil and gas basins of the North Slope, Cook Inlet, and Middle Earth) to develop and vet a quantitative model of the State's current fiscal system and to analyze proposed changes and inform the Legislature of the effects of proposed changes on the state's finances, oil and gas industry investment, basin development, and the state's relative competitiveness to other international jurisdictions in attracting oil and gas investment dollars. The LBAC may also request that the Consultant provide information on improvements to the State's oil and gas fiscal system and provide education to the Legislature on various topics related to oil and gas fiscal systems.

The Legislature is also considering legislation regarding the lease of public land for carbon management; the carbon offset program for state land; the sale of carbon offset credits; and the geologic storage of carbon dioxide. The Legislature requires a Consultant to examine Alaska's current laws and proposed legislation for consistency with Alaska's Constitution and other state laws, to evaluate the short-term and long-term benefits and detriments of proposed legislation; to evaluate the potential effects of proposals on Alaska's short-term and long-term finances; to educate the Legislature on carbon management policy as it has been developed and applied to state lands nationally, and to provide guidance on 26 U.S.C 45Q Internal Revenue Code, and how that section (and changes being contemplated) impact state policy. The Legislature may also request that the Consultant provide information and education on carbon offset programs, carbon credits, and carbon markets.

## **Section Five - Scope of Work**

### **5.01 Scope of Work**

The LBAC is soliciting proposals and may award up to two Contracts for consultants to provide expert economic analysis and advice related to Alaska’s oil and gas fiscal system, and to evaluate proposed changes to the fiscal system. If two Contracts are awarded, the work will be assigned at the LBAC Project Director’s sole discretion.

The Contract work includes all work necessary to ensure that the Consultant is immediately prepared to evaluate proposed changes to the system and their effects if implemented. This will require an in-depth understanding of Alaska’s current fiscal system as it applies to the oil and gas basins of the North Slope, Cook Inlet, and Middle Earth, and changes made over the last two decades. This would include, but is not limited to: House Bill 3001 of 2006 (“Petroleum Production Act” or “PPT”), House Bill 2001 of 2007 (“Alaska’s Clear and Equitable Share” or “ACES”), House Bill 280 of 2010 (“Cook Inlet Recovery Act”), Senate Bill 21 of 2013 (“More Alaska Production Act” or “MAPA”), House Bill 247 of 2016, and any oil and gas fiscal legislation that has passed or passes during the 2024 Legislative Session. It will also require the Consultant to develop an economic model with which to conduct evaluations of the current fiscal system and the changes proposed in current legislation, including but not limited to Senate Bill 114 and may include a request for the consultant to provide information on improvements to the oil and gas fiscal system and the effects of proposed changes of legislation.

The Consultant is required to be available to the Legislature on an as-needed basis to review proposed changes and legislation, provide quantitative and qualitative analysis through written reports and visual and verbal presentations in public legislative committee meetings, testify as an expert in public legislative committee meetings, provide education on oil and gas fiscal systems, and respond to questions from legislators and legislative staff. The Consultant may be required to conduct periodic reviews of the competitiveness of Alaska’s fiscal system. The amount of work will be largely dependent upon the amount of legislation introduced proposing changes to the state’s oil and gas fiscal system during the regular and any special legislative sessions. Regular sessions begin in January each year and last for up to 121 days. In addition, special sessions may be called to address specific matters at any time of the year.

The LBAC also prefers but does not require, a Consultant who can provide expert economic analysis and advice on proposed legislation related to carbon offsets, carbon storage, and carbon credits, if needed.

### **5.02 Tasks and Deliverables**

#### **Task 1:**

The Consultant, and any employee of the consultant, billing time under the Contract, will be required to have, or quickly gain, an in-depth understanding of Alaska’s current fiscal system as it applies to the oil and gas basins of the North Slope, Cook Inlet and Middle Earth, and the evolution of changes to the oil and gas fiscal system including proposed legislation related to the operation of liquid natural gas. This would include but not limited to bills identified in paragraph 5.01 (Sope



of Work) of this RFP and any other oil and gas fiscal legislation or ballot initiatives that have passed or been proposed since 2006.

**Task 2:**

The Consultant will be required to develop economic models for the North Slope, Middle Earth, and Cook Inlet with which to conduct evaluations of the existing Alaska oil and gas fiscal system and complete an evaluation of the fiscal impact of Senate Bill 114. The Consultant should be prepared to include additional economic model functionality, provide recommendations on proposed changes to the oil and gas fiscal system, and assess how those proposed changes will affect the State of Alaska, legacy producers, new developments, and new producers.

**Task 3:**

The Consultant is required to be available to the Legislature on an on-call, as-needed basis, in person in Juneau or Anchorage Alaska when the Legislature or committee of the Legislature is holding official business to: explain the economic models created by the Consultant including, but not limited to, the capabilities of the models; review proposed changes to the oil and gas fiscal system and their impacts; review quantitative and qualitative analyses contained in written reports; make visual and verbal presentations in public committee meetings of the Legislature; testify before legislative committee meetings; provide education on oil and gas fiscal systems to Legislators and Legislative staff; respond to questions from Legislators; and conduct periodic reviews of the competitiveness of Alaska's fiscal system.

Dates of the following deliverables will be determined by the LBAC Chair during the development of the Contract with the awarded Offeror.

1. economic modeling and analysis of proposed legislation or other changes to the state's oil and gas fiscal system;
2. a written assessment of whether the current oil and gas fiscal system accomplishes policy objectives and requirements established under Article 8 of the Alaska Constitution;
3. an analysis of Alaska's oil and gas fiscal system as compared to those of at least three other U.S. states and at least three other countries highlighting, at a minimum, the competitiveness of Alaska's: licensing system; lease bonuses and rentals system; development timelines; permitting process; oil and gas production taxes, including an analysis of how direct and indirect costs, allowable and non-allowable costs, carry forward or carry back of losses, use of uplift or other credits, and cost recovery mechanisms (or limitation thereof) affect the competitiveness of the oil and gas production tax; relative time to recover costs; other taxes and royalty rates; and abandonment requirements;
4. identify in the analysis under 3) the state and country goals that created the comparative systems in place today;
5. identify potential changes to the state's oil and gas fiscal system that would benefit oil and gas industry growth in Alaska and increase state revenue; model results to show the impact of fiscal systems changes on state revenues and producer/investor economic metrics such as

NPV (Net Present Value), IRR (Internal Rate of Return), and EMV (Estimated Monetary Value); and

6. other deliverables as necessary based on legislative need and the LBAC request.

## **Section Six - Proposal Format and Content**

### **6.01 Proposal Instructions**

Please see paragraph 1.02 (Proposal Submission, Delivery, and Acceptance) for submittal instructions.

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

### **6.02 Technical Proposal Format**

In order for an Offeror's proposal to be considered responsive, the Offeror must provide sufficient responses to the information requested in Section Six (Proposal Format and Content). All qualified proposals will be evaluated and scored as described in Section Seven (Evaluation Criteria) of this RFP. Offerors are encouraged to order their proposals following the general evaluation criteria listed below. Information included in a proposal may be used to evaluate the Offeror, regardless of where that information is found within the proposal.

All proposals should include the following items. Please be as concise and clear as possible. Each section should be titled with the corresponding number from the RFP, with all relevant information included. Each page should be numbered consecutively. No references to the Offerors Cost Proposal or other cost shall be included in the Offerors Technical Proposal.

Responsive proposals will be evaluated according to the following criteria:

#### **1. Cover Letter**

Provide a cover letter on the Offeror's letterhead signed by a person with the authority, including fiscal authority, in the organization to bind the Offeror, certifying that the information provided in the proposal is accurate, that the proposal is a continuing offer that will remain open for ninety (90) days after the deadline for receipt of proposals in response to this RFP or until the LBAC Chair accepts or rejects the proposal, whichever occurs first; that the Offeror meets all minimum requirements of the RFP; and that the Offeror will comply with all provisions of this RFP.

The cover letter should include the certifications, statements, and information as required by paragraph 1.17 (Offeror's Certification). The cover letter should have the Offeror's complete legal name, type of entity, address, telephone number, and, if claiming the Alaska Bidder Preference, the Alaska business license number or other forms of evidence of the license and should state how the Offeror qualifies as an Alaska Bidder. The cover letter must also include the name, mailing address, and telephone number of the person the Procurement Manager should contact regarding the proposal.

#### **2. Relevant Offeror Experience and Qualifications:**

A. Describe the Offeror's overall reputation, service capabilities, and quality as it relates to this project.

- B. Demonstrate that the Offeror has analytical expertise, global oil and gas fiscal system, and industry knowledge sufficient to supply analysis and advice to the Legislature.
- C. Describe the Offeror's understanding of, and experience with, oil and gas fiscal systems of a variety of types (production sharing, concessions, mature basins, prospective basins, etc.).
- D. Describe the Offeror's experience with economic analysis and advice related to proposed legislation and the operation of liquid natural gas (LNG), including the development and construction of LNG facilities.
- E. Demonstrate the Offeror's understanding of and experience with oil and gas fiscal systems of various types (e.g. production sharing, concessions, mature basins, prospective basins, etc.), including international systems.
- F. Describe the Offeror's experience working with governments and sovereign entities.
- G. Demonstrate that the Offeror meets the minimum experience requirements described in paragraph 2.07 (Prior Experience) of this REP.
- H. Describe specific Offeror experience in developing analytic models of oil and gas fiscal systems.
- I. Describe the Offeror's ability to provide expert testimony before a legislative committee in meetings.
- J. List and briefly describe three comparable oil and gas fiscal system analysis projects completed by the Offeror, or currently in progress and how the projects demonstrate expertise and experience in projects similar to the scope of work described in Section Five (Scope of Work) of this RFP; include the staff's role, and discuss contract amendment history, if applicable. For each project, include contract value (original value plus all contract amendments, if applicable), the project owner, location, contact name, title, address, telephone number, and email address of the client. The Procurement Manager may contact the client referenced to verify the nature of the work and the degree the contract was fulfilled.
- K. List all projects in the last five (5) years in which the Offeror is or was involved with the State of Alaska including all political subdivisions and public corporations of the state, if any, or provide a statement that there were no such projects in the last five (5) years.
- L. Describe the Offeror's capacity and intent to proceed without delay if selected for this work.
- M. Provide copies (attached as a clearly marked exhibit) of all relevant licenses, certifications, and professional memberships, etc.

- N. Include statements and information as required by paragraph 1.18 (Conflict of Interest) of this RFP for the Offeror and any subcontractor, as applicable along with how the Offeror will maintain its integrity and independence from the executive branch and oil and gas industry influence while carrying out the work under this RFP. (Conflicts, perceived or potential conflicts, waiver requirements, and mitigation plans will be evaluated individually for the degree of conflict and whether the conflict, perceived or potential conflict, or waiver requirement is of a nature that may impede the Offeror's independence or appearance of independence before the Legislature and the public).
- O. If the Offeror has expertise or experience in Carbon Matters:
- i. Briefly describe the Offerors' understanding of and analytical experience with carbon offsets, carbon credits, and carbon storage projects.
  - ii. Describe the Offeror's experience in developing analytic models of carbon matters.
  - iii. List and briefly describe up to three projects in which the Offeror analyzed carbon offsets, carbon credit, or carbon storage systems; identify key staff who worked on the projects and describe how the projects demonstrate expertise and experience in projects similar to the scope of work described in this RFP; include the staff's role, in the projects. For each project, include the contract value (original value plus all contract amendments, if applicable), the project owner, project location, contact name and title, address, telephone number, and email address of the client (if available). The Procurement Manager may contact the client reference to verify the nature of the work and degree the contract was fulfilled.

### **3. Project Team Experience and Qualifications:**

- A. Describe the team that would be assigned to this Contract, including the role of each team member. Provide resumes of each proposed team member, including their education.
- B. Briefly describe each team member's experience with oil and gas carbon offset, carbon credits, and carbon storage. Please note, once listed in your RFP submission, these members may not be reassigned without the approval of the Project Director, and any replacement team members would need to have equivalent qualifications. Please choose individuals with this in mind. In each member's listed experience, please include experience in providing expert testimony before a legislative committee in public on oil and gas and carbon matters.
- C. Describe the team's experience and expertise with economic analysis and advice related to proposed legislation on oil and gas and the operation of liquid natural gas, including the development and construction of LNG facilities.
- D. Identify proposed subcontractors, if any, as described in paragraph 1.15 (Subcontractors) of this RFP.
- E. Describe each team member's ability to evaluate proposed changes to the fiscal system and their potential effects if implemented.

- F. Describe each team member's in-depth understanding of Alaska's current fiscal system as it applies to the oil and gas basins of the North Slope, Cook Inlet, and Middle Earth or other similar experiences outside of Alaska that apply.
- G. Demonstrate each team member's in-depth understanding of Alaska, or similar experience outside of Alaska regarding the international oil and gas industry.
- H. Demonstrate each team member's ability to quickly develop an economic model that is specific to Alaska and capable of evaluating current fiscal systems and providing information on improvements to the oil and gas fiscal system and the effects of proposed changes.
- I. Describe each team member's ability to support the Legislature as needed, including providing quantitative and qualitative analysis through written reports and visual and verbal presentations in committee meetings, testifying in person as an expert before legislative committee meetings, providing education on oil and gas fiscal systems, responding to questions from Legislators and conducting periodic reviews of the competitiveness of Alaska's fiscal system.
- J. Describe each team member's availability and flexibility to work during Alaska's legislative sessions, which begins in January each year and typically lasts 121 days, and during special sessions called to address specific matters at any time of year, if assembled.
- K. If the Offeror has team members with expertise in Carbon Matters:
  - i. Describe the team member's experience, analytical expertise, and industry knowledge with carbon offsets, carbon credits, and carbon storage projects.
  - ii. Describe the team member's experience in developing analytic models of carbon matter.
  - iii. Describe their ability to provide expert testimony before legislative committee meetings on carbon offsets, carbon credits, and carbon storage.
  - iv. Provide resumes that identify the team member's experience with carbon matters.

**4. Understanding of the Project:**

- A. Describe the Offeror's understanding of the project including purpose, scope, and time schedule.
- B. Describe the Offeror's ability to comply with the timeline as described in Section Five (Scope of Work), including the ability to travel on short notice as described in paragraph 1.05 (Location of Work: Transportation Expenses).
- C. Describe the expertise the Offeror possesses to develop the Alaska-specific models required for the project and how the Offeror intends to quickly gain the expertise if needed.
- D. Identify and discuss any potential problems the Offeror foresees including relevant factors that impact the quality and value of work and methods the Offeror would recommend to mitigate any problems.

**5. Approach:**

- A. Describe the Offeror’s project management approach and team organization during all phases of this project, and how the management plan will allow the Offeror to accomplish the work and meet the LBAC’s schedule and needs.
  
- B. Describe the Offeror’s quality assurance and quality control practices as they apply to data and other information gathering for this project. Include a statement about how quality assurance and quality control practices would be implemented in this project.

**6. Management Plan:**

- A. Describe in detail the following:
  - i. Management structure of the Offeror;
  
  - ii. the Offeror’s team members and their responsibilities and authorities, and
  
  - iii. the roles and time commitments assigned to each team member, including a description of each member’s roles, how the team member will support the project requirements and how the team member’s involvement will support the completion of the deliverables.
  
- B. Describe whether the Offeror possesses or has access to a comprehensive set of oil and gas fiscal systems terms for many if not most oils and gas jurisdictions worldwide for use while comparing Alaska’s oil and gas fiscal system with others to gauge its competitiveness.
  
- C. Describe the Offeror’s plan to quickly gain Alaska-specific knowledge, if not already possessed, in order to meet the needs of this Contract.

**6.03 Cost Proposal**

Attachment A (Cost Proposal Form) must be completed as instructed in Attachment A and included as the Offerors Cost Proposal.

**6.04 Other Factors and Required Information**

If needed, Offerors shall include a listing of any special contract terms and conditions the Offeror would like to be considered for inclusion in the Contract. The Offeror shall title the listing as “Offerors request of special contract terms and conditions” and include the listing in the Offerors Technical Proposal. This information will not be scored.

## **Section Seven - Evaluation Criteria**

### **7.01 Evaluation Process**

The LBAC intends to conduct a comprehensive, fair, and impartial evaluation of all proposals. All proposals will be reviewed by the Procurement Manager to determine if they are responsive. The responsive proposals will then be evaluated by the PEC using the criteria set out below. The total number of points used to score the responses is 1000.

- 200 total points for Offeror Experience and Qualifications.
- 200 total points for Project Team Experience and Qualifications.
- 150 total points for Understanding of the Project.
- 100 total points for Approach
- 150 total points for the Management Plan
- 200 points for Cost

Proposals will be evaluated against the questions set out below:

### **7.02 Relevant Offeror Experience and Qualifications (200 Points)**

- A. Did the Offeror demonstrate it met the minimum experience requirements listed in paragraph 2.07 (Prior Experience) of this RFP?
- B. How well has the Offeror demonstrated its overall reputation, service capabilities, and the quality of its work as it relates to this project?
- C. How well has the Offeror demonstrated its experience with economic analysis and advice related to proposed legislation on the operation of liquid natural gas, including development and construction of LNG Facilities?
- D. How comparable were the previous projects from the last five years and did those projects demonstrate the Offeror has the expertise and experience needed for this project?
- E. Were the projects similar to the scope of work described in this RFP?
- F. Was experience gained from projects working directly with the State of Alaska or a political subdivision or public corporation of the State?
- G. What degree of experience does the Offeror have working for governments and other sovereign entities?
- H. How well has the Offeror demonstrated an understanding of, and experience with, oil and gas fiscal systems of a variety of types (production sharing, concessions, mature basins, prospective basins, etc.)?
- I. Does the Offeror have analytical expertise in global oil and gas fiscal systems and oil and gas industry knowledge sufficient to supply analysis and advice to the LBAC?
- J. How much depth of experience developing analytic models of oil and gas fiscal systems does the Offeror possess?
- K. How well has the Offeror demonstrated its ability to provide expert testimony before legislative committee meetings?



- L. Has the Offeror supplied the required statements and information in paragraph 1.18 (Conflict of Interest) of this RFP in a manner sufficient to evaluate perceived potential and actual conflicts? Are mitigation plans for perceived, potential, or actual conflicts such that they should be sufficient to maintain the Contractor's integrity before the Legislature and the Alaska public?
- M. Based on statements of conflicts and potential conflicts of interest, how well can the Offeror maintain its integrity as independent of the executive branch and the oil and gas industry in carrying out the work under this RFP?
- N. If the Offeror has provided expertise in carbon matters:
  - i. How well has the Offeror demonstrated an understanding of and experience with carbon offsets, carbon credits, and carbon storage projects?
  - ii. Does the Offeror provide both analytical expertise and industry knowledge sufficient to supply analysis and advice to the LBAC on carbon offsets, carbon credits, and carbon storage projects?
  - iii. How much experience does the Offeror have in developing analytic models of carbon matter?
  - iv. Do the previous projects the Offeror provided for analyzing carbon offsets, carbon storage, and carbon credit demonstrate expertise and experience in projects similar to the scope of work described in Section Five (Scope of Work) of this RFP?

### **7.03 Project Team Experience and Qualifications (200 Points)**

1. Is the Offeror's team well-rounded with a depth in professional qualifications and experience similar to this project?
2. How well has the Offeror demonstrated its team's experience with economic analysis and with providing advice on proposed legislation related to liquid natural gas, including development and construction of LNG facilities?
3. Do the subcontractors, if any, have experience with similar projects? Is the subcontractor's experience acceptable?
4. Are resumes included? How well do they demonstrate backgrounds desirable for team members engaged in the project work?
5. Do team members have experience and understanding of Alaska's current fiscal system as it applies to oil and gas basins of the North Slope, Cook Inlet, and Middle Earth or similar experiences outside of Alaska?
6. Does the team member have similar experience regarding the international oil and gas industry?
7. Does the team member's experience demonstrate that the Offeror's team has the ability to develop an economic model that is Alaska-specific and capable of conducting evaluations of current fiscal systems and providing information on improvements to the oil and gas fiscal systems and effects of proposed changes?

8. Is the team's availability to be on call and provide support to the legislature as needed acceptable?
9. Do team members have experience with giving verbal presentations in public meetings, and testifying in person as experts before legislative committees? Do team members have the ability to educate Legislators and legislative staff on oil and gas fiscal systems?
10. If the Offeror has provided team members with expertise in carbon matters
  - i. Do team members identified/assigned to this project have experience with carbon offsets, carbon credits, and carbon storage projects?
  - ii. Does the team member have the analytical expertise and industry knowledge sufficient to supply analysis and advice to the Legislature on carbon offsets, carbon credits, and carbon storage projects?
  - iii. How much experience do the team members have in developing analytic models of carbon matters?
  - iv. Did the Offeror demonstrate its team members' ability to provide expert testimony before public legislative committee meetings on carbon offsets, carbon credits, and carbon storage?
  - v. Do resumes identify the team members' experience with carbon matters?

**7.04 Understanding of the Project (150 Points)**

- A. How well does the Offeror demonstrate an understanding of the purpose and scope of the project?
- B. Does the Offeror possess the experience and knowledge needed to develop the models required for this project?
- C. How well has the Offeror identified relevant issues and potential problems related to the project? Has the Offeror presented well-developed plans to mitigate potential problems?
- D. How well does the Offeror understand the deliverables the LBAC requires?
- E. Does the Offeror understand the LBAC's time schedule, and is the Offeror able to meet this schedule including the ability to travel on short notice?
- F. Is the Offeror's proposal practical?

**7.05 Approach (100 Points)**

- A. Is the Offeror able to commence work without delay?
- B. Was the Offeror's proposed project management approach and team organization during all phases of this project adequate?
- C. Are the Offeror's proposed quality assurance and quality control practices adequate as they relate to data and other information gathering?

**7.06 Management Plan (150 Points)**

- A. How well does the Offeror's management plan support project requirements and result in the deliverables?
- B. Was the Offeror's management plan's structure, team responsibilities, and description of roles and time commitments adequate to demonstrate that the Offeror can meet the scope of work as defined in this RFP?
- C. To what extent does the Offeror already possess or have access to a comprehensive set of oil and gas fiscal system terms for many, if not most, oil and gas jurisdictions worldwide, for use in carrying out comparisons of Alaska's oil and gas fiscal system and gauging Alaska's competitiveness?
- D. If the Offeror does not have Alaska-specific experience, does the Offeror's plan identify how the Offeror will quickly gain the knowledge needed to allow the Offeror to meet the scope of work timely?
- E. Is the management plan practicable?

**7.07 Contract Cost (200 Points)**

Converting Cost to Points: The Procurement Manager will calculate points awarded for Contract Cost. The point allocation for cost will be determined through the method set out in paragraph 2.12 (Formula Used to Convert Cost to Points) of this RFP based on the cost of producing the deliverable. All Offerors that qualify as an Alaska Bidder will receive a five (5) percent bidder's preference.

## Section Eight - Attachments

### 8.01 Cost Proposal Form (2 pages)

**RFP Number:** 24-33-02  
**RFP Title and Description:** Economic Expertise and Analysis of Alaska Oil and Gas

#### IMPORTANT NOTICES TO OFFEROR

LBAC does not guarantee any minimum or maximum volume of work under this contract. The monthly hours and the number of occurrences the retainer fee is calculated in this cost proposal are the LBAC's best estimate and will be used for evaluation purposes only. Travel Expenses as outlined in paragraph 1.05 (Location of Work; Transportation Expenses) of this RFP will be paid/reimbursed separately from professional services. Do not include travel expenses in your cost proposal. Both pages of the Cost Proposal Form must be submitted by the Offeror to be considered responsive to the RFP.

#### OFFEROR INFORMATION

Contractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_ Email address: \_\_\_\_\_  
 Alaska Business License No.: \_\_\_\_\_

#### COST PROPOSAL

The Offeror hereby provides the price(s) listed below in accordance with the RFP as the Proposed Contract Prices for the work and services outlined in RFP 24-33-02. Below represents a basis for the chargeable work and service that will be made a part of the resulting Contract. The representations in the categories below are for evaluation purposes and to establish the prices of each service performed by the Contractor throughout the Contract.

#### Instructions to Offerors:

1. Offeror must complete all blank areas below; if no cost for service place \$.0 in the blank area provided.
2. Blank areas not filled will be considered service free of charge and evaluated as zero cost.
3. Retainer Fee cannot exceed \$5,000 Per occurrence/month. Fee will only be paid for months when zero service hours are reported.
4. Offerors must return both pages of the Cost Proposal Form as the Offerors Cost Proposal to be considered responsive to the RFP.

Original Term (Estimated March 2023 to June 30, 2025) 16 months				
1. Total one-time fee to develop Offeror's Expertise and Economic Model:			\$	+
2. Monthly Retainer Fee (May not Exceed \$5000):		Monthly Cost	\$	+
Original Term Total Retainer Fees (Monthly Cost Multiplied by 3)			\$	
Hourly rate for continuing services contingent upon legislatures' needs.	Per Hour	Estimated Hours Monthly	Monthly Cost (Per Hour Cost Multiplied by Estimated Hours Monthly)	Original Term Total Service Fees (Monthly Staff Cost Multiplied by 13)
3. Senior Staff Cost:	\$	45	\$	+
4. Junior Staff Cost:	\$	25	\$	=
5. Total Costs for Original Term (Totals for Lines 1 + 2 + 3 + 4 = 5			\$	

Cost Proposal Form Continued on Following Page

<b>First Optional Renewal Year (July 1, 2025 to June 30, 2026) 12 months</b>				
			Monthly Cost	Renewal Term Total Retainer Fees (Monthly Cost Multiplied by 2)
<b>5.</b>	Monthly Retainer Fee (May not Exceed \$5000):		\$	\$ +
Hourly rate for continuing services contingent upon legislatures' needs.		Per Hour	Estimated Hours Monthly	Monthly Cost (Per Hour Cost Multiplied by Estimated Hours Monthly)
<b>6.</b>	Senior Staff Cost:	\$	45	\$ +
<b>7.</b>	Junior Staff Cost:	\$	25	\$ =
<b>8.</b>	<b>Total Costs for Original Term (Totals for Lines 5 + 6 + 7 = 8)</b>			\$
<b>Second Optional Renewal Year (July 1, 2026 to June 30, 2027) 12 months</b>				
			Monthly Cost	Renewal Term Total Retainer Fees (Monthly Cost Multiplied by 2)
<b>9.</b>	Monthly Retainer Fee (May not Exceed \$5000):		\$	\$ +
Hourly rate for continuing services contingent upon legislatures' needs.		Per Hour	Estimated Hours Monthly	Monthly Cost (Per Hour Cost Multiplied by Estimated Hours Monthly)
<b>10.</b>	Senior Staff Cost:	\$	45	\$ +
<b>11.</b>	Junior Staff Cost:	\$	25	\$ =
<b>12.</b>	<b>Total Costs for Original Term (Totals for Lines 9 + 10 + 11 = 12)</b>			\$
<b>Third Optional Renewal Year (July 1, 2027 to June 30, 2028) 12 months</b>				
			Monthly Cost	Renewal Term Total Retainer Fees (Monthly Cost Multiplied by 2)
<b>13.</b>	Monthly Retainer Fee (May not Exceed \$5000):		\$	\$ +
Hourly rate for continuing services contingent upon legislatures' needs.		Per Hour	Estimated Hours Monthly	Monthly Cost (Per Hour Cost Multiplied by Estimated Hours Monthly)
<b>14.</b>	Senior Staff Cost:	\$	45	\$ +
<b>15.</b>	Junior Staff Cost:	\$	25	\$ =
<b>16.</b>	<b>Total Costs for Original Term (Totals for Lines 13 + 14 + 15 = 16)</b>			\$
<b>Total Estimated Cost of Contract</b>				
<b>17.</b>	<b>Total estimated cost of contract, includes all possible renewals to be converted to points per paragraph 2.12 (Formula Used to Convert Cost to Points) (Total of Lines 5 + 8 + 12 + 16 = 17)</b>			\$

COMPANY NAME OF OFFEROR: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ DATE: \_\_\_\_\_