



## STATE OF ALASKA

Department of Natural Resources

### **Request for Proposal**

RFP 10 170007313 - 1

#### **TITLE:**

Purchase of Field Camp for MHTLO use at Icy Cape, Alaska

#### **PURPOSE:**

The State of Alaska, Department of Natural Resources, Mental Health Trust Land Office (MHTLO) is soliciting competitive proposals for the purchase and delivery of a field camp for use by MHTLO staff at Icy Cape, Alaska, as specified within this RFP.

There will be no pre-proposal conference for this RFP.

Important Notice: If you receive this solicitation from the State's Online Public Notice website or IRIS Vendor Self Service portal, you must register with the DNR Procurement Section to receive subsequent amendments. Registration must be in writing and may be made via email to [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov) or fax to 907-269-8909. Failure to register with the DNR Procurement Section may result in rejection of your offer.

ADA: The State of Alaska 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 bid should contact the DNR Procurement Section via email to [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov), fax to 907-269-8909, telephone at 907-269-8666 or 269-8687, or TDD at 907-269-8411 not later than 10 calendar days prior to the bid closing date to make necessary arrangements.

**Date of Issue: March 09, 2017**

**Deadline for Receipt of Proposals: March 29, 2017 14:00:00**

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

PROCUREMENT OFFICER: Marlys Hagen  
TELEPHONE NUMBER: (907)269-8666  
EMAIL: marlys.hagen@alaska.gov

BID RECEIVING LOCATION:  
Support Services ANC Admin  
Suite 1230  
550 W. 7th Ave.  
Anchorage, AK 99501-3564

**PREFERENCES**

Does your business qualify for the Alaska bidder preference?

Yes     No

Does your business qualify for the Alaska veteran preference?

Yes     No

**PROPOSAL SCHEDULE**

Event Date	Event Description
03/23/17	Questions Due
03/29/17	Solicitation Closing Date/Time

**LINE ITEMS**

Line No.	Description	Quantity	Unit	Unit Cost
1	Purchase of Field Camp for MHTLO use at Icy Cape, Alaska			
Start Date	End Date	Delivery Date	F.O.B. Point	Extended Line Total
04/20/17	07/01/17			

**Extended Description:**

Purchase and delivery of Field Camp for MHTLO use at Icy Cape, Alaska as specified within this RFP.

DO NOT ENTER COST ON THIS LINE. Submit Cost Proposal attached to this RFP with your proposal.

**EVALUATION CRITERIA**

<i>The following criteria will be used when determining the award of this solicitation</i>			
Code	Criteria Description	Points	Vendor Response <i>(DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)</i>
1	Cost	60	
7	AK Offeror Pref	10	
3	Methodology	10	
24	Function	20	

<b>Terms and Conditions</b>		
No.	Name	Section
011	Appendix A Goods	
007	Appendix B1	

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**APPENDIX A  
GENERAL CONDITIONS**

**1. Inspections and Reports:**

The department may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

**2. Suitable Materials, Etc.:**

Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

**3. Disputes:**

If the contractor has a claim arising in connection with the contract 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

**4. Default:**

In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

**5. No Assignment or Delegation:**

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

**6. No Additional Work or Material:**

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

**7. Independent Contractor:**

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

**8. Payment of Taxes:**

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

**9. Compliance:**

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

**10. Conflicting Provisions:**

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it sees to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

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**11. Officials Not to Benefit:**

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

**12. Contract Prices:**

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

**13. Contract Funding:**

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

**14. Force Majeure:**

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

**15. Contract Extension:**

Unless otherwise provided, the State and the 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 thirty (30) days before the desired date of cancellation.

**16. Severability:**

If any provision of the contract 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.

**17. Continuing Obligation of Contractor:**

Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

**18. Governing Law; Forum Selection**

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

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**APPENDIX B<sub>1</sub>**  
**INDEMNITY AND INSURANCE**

**Article 1. Indemnification**

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

“Contractor” and “Contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the Contracting agency’s selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor’s work.

**Article 2. Insurance**

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

- 2.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
- 2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.
- 2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per claim.

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## RFP 170007313

### 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 signed original and three signed hard copies of their Technical Proposal and one signed original hardcopy Cost Proposal, in writing, 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 Natural Resources  
Support Services Division  
Procurement Section  
Attention: Jim Sonnier  
Request for Proposal (RFP) Number: 170007313  
Project name: Purchase of Field Camp for MHTLO  
550 W. 7<sup>th</sup> Avenue, Suite 1230  
Anchorage, Alaska 99501

If using U.S. mail or a delivery service, please use the address shown above

Proposals must be received in their entirety no later than **2:00 P.M.**, Alaska Time on **the date set as the Deadline for Receipt of Proposals**. Faxed or emailed proposals are acceptable but not encouraged. Oral proposals are not acceptable.

If submitting a faxed proposal it is the offeror's responsibility to contact the DNR Procurement Section at **(907) 269-8666 or (907) 269-8687, or via email at [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov)**, to make arrangements prior to faxing the proposal and to confirm that the proposal has been received.

If submitting a proposal via email the technical proposal and cost proposal must be saved as separate PDF documents and emailed to [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@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.

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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 DNR Procurement Section at **(907) 269-8666 or (907) 269-8687, or via email at [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov)**, 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 in its entirety prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

**PROCUREMENT OFFICER:** Jim Sonnier – PHONE 907-269-8687; FAX 907-269-8909; TDD 907-269-8411; Email [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov).

## **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 April 20, 2017, for approximately 90 calendar days until completion, approximately July 20, 2017.

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 March 9, 2017,

Deadline for Receipt of Proposals March 29, 2017,

Proposal Evaluation Committee complete evaluation by April 4, 2017,

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State of Alaska issues Notice of Intent to Award a Contract April 5, 2017,

State of Alaska issues contract April 18, 2017,

Contract start April 20, 2017,

Contract ends July 20, 2017.

### **1.03. Purpose of the RFP**

The Department of Natural Resources (DNR), Mental Health Trust Land Office (MHTLO), is soliciting competitive proposals for the purchase of a field camp for use by MHTLO staff on Icy Cape, Alaska. A more detailed description including the Scope of Services can be found within Sections Four and Five of this document.

### **1.04. Budget**

The Department of Natural Resources, Mental Health Trust Land Office, estimates a budget of between **\$200,000** and **\$250,000** dollars for completion of this project. Proposals priced at more than **\$280,000** will be considered non-responsive.

### **1.05. Location of Work**

The location(s) the work is to be performed, completed and managed is as specified within this RFP.

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

Contractor travel **WILL NOT** be required under a contract resulting from this RFP.

By signature on their proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is

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necessary.

Failure to comply with these requirements may cause the state to reject the proposal as non-responsive, or cancel the contract.

### **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 five 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 five 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 DNR Procurement Section, addressed to the procurement officer via email to [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov) or via fax to 907-269-8909. The interested party must confirm telephone conversations in writing.

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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 provided 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 or IRIS Vendor Self Service (VSS) website.

## **1.11. Alternate Proposals**

Offerors may submit more than one proposal for evaluation. Offerors may only submit one proposal for each purchase option shown in Section Five of this RFP.

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;

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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 will not be allowed.

### **1.16. Joint Ventures**

Joint ventures will not be allowed.

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

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

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- the laws of the State of Alaska;
- the applicable portion of the Federal Civil Rights Act of 1964;
- the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- all terms and conditions set out in this RFP;
- a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- that the offers will remain open and valid for at least 90 days; and
- 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 Natural Resources 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.

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## 1.21. News Releases

News releases related to this RFP will not be made without prior approval of the DNR Project Manager.

## 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 within their proposal all known federal requirements that apply to the proposal, the evaluation, or the contract.

## 1.26. Enrollment in IRIS

The successful offeror will be required to be enrolled in the State of Alaska's Integrated Resource Information System (IRIS) database prior to award of a contract resulting from this RFP. Enrollment can be done online at the following link: <http://doa.alaska.gov/dof/iris/vendor.html>. Successful offerors who are not enrolled prior to award of a contract will be notified by DNR Procurement. Failure of a successful offeror to enroll in the IRIS database will delay award of the contract.

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## **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**

There will be no pre-proposal conference held for this RFP.

### **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. Additional information can be found in Section Five of this RFP.

### **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

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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.

## **2.09. Prior Experience**

No specific minimums have been set for this RFP.

## **2.10. 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.

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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.

## **2.11. Vendor Tax ID**

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

## **2.12. F.O.B. Point**

The F.O.B. point for an order or contract resulting from this RFP will be Ketchikan, Alaska. The contractor will be required to prepare the items for shipping and to ship them to Ketchikan, Alaska. The contractor will be required to prepay the freight charges from the point of origin to Ketchikan, Alaska. The contractor may charge-back the freight charges from the point of origin to Ketchikan, Alaska as a separate item on the state's invoice.

Ownership of and title to the camp equipment remains with the contractor until the items have been delivered to Ketchikan, Alaska and are accepted by the state.

## **2.13. 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:

- (1) copy of an Alaska business license;
- (2) certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- (3) a canceled check for the Alaska business license fee;
- (4) a copy of the Alaska business license application with a receipt stamp from

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- the state's occupational licensing office; or
- (5) a sworn and notarized statement 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:

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

**Note:** Although this requirement is for the one-time purchase of a field camp, the successful offeror will be required to provide evidence of an Alaska business license as stated within this section prior to award of a contract.

## 2.14. 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)**

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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 list 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.

## **2.15. 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 Statement**

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

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

If the offeror is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner of each LLC

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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.

## **2.16. 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 Statement**

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.

## **2.17. 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 12.260c. 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

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Offeror #2 - Alaskan Offeror - \$42,750

Offeror #3 - Alaskan Offeror - \$47,500

## STEP 2

Convert cost to points using this formula.

(Cost of Lowest Cost Proposal) multiplied by (Maximum Points for Cost) divided by (Cost of Each Higher Priced Proposal) = 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.

$\$40,000 \times 40 = 1,600,000 / \$42,750 = 37.4$

Lowest cost multiplied by Max Points for Cost divided by Offered Cost adjusted after application of preferences = Points for Offeror #2.

### Offeror #3 receives 33.7 points.

$\$40,000 \times 40 = 1,600,000 / \$47,500 = 33.7$

Lowest cost multiplied by Max Points for Cost divided by Offered Cost adjusted after application of preferences = Points for Offeror #3.

## 2.18. 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 offerors, 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

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

**Total number of points available - 100 Points**

**100 x 10% = 10**

Total Points multiplied by Alaskan Offerors percentage preference = 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.

**2.19. 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 a conference room within the Atwood Building, 550 W. 7<sup>th</sup> Avenue, Anchorage, Alaska.

If the contract negotiations take place in Anchorage, Alaska, the offeror will be

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responsible for their travel and per diem expenses.

## 2.20. Failure to Negotiate

If the selected offeror

- (1) fails to provide the information required to begin negotiations in a timely manner; or
- (2) fails to negotiate in good faith; or
- (3) indicates they cannot perform the contract within the budgeted funds available for the project; or
- (4) 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.

## 2.21. 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.

## 2.22. 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 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

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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 **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 Natural Resources, 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.

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### **3.03. Standard Contract Provisions**

The contractor will be required to sign and submit the Contract Agreement form generated by the IRIS database. A component of this form is Appendix A attached to this RFP. 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. Proposal Bond - Performance Bond - Surety Deposit**

Not required for this RFP.

### **3.08. Contract Funding**

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

### **3.10. Proposed Payment Procedures**

The state will make a single payment when all of the deliverables are received and approved by the DNR Project Manager.

### **3.11. Contract Payment**

No payment will be made until the contract is approved by the Commissioner of the Department of Natural Resources 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.

### **3.12. Prompt Payment for State Purchases**

The state is eligible to receive a 5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

### **3.13. Informal Debriefing**

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

### **3.14. 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 DNR Project Manager. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

### **3.15. Inspection & Modification - Reimbursement for Unacceptable**

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## **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 DNR Project Manager. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The DNR Project Manager 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.

### **3.16. Termination for Default**

If the DNR Project Manager 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.

### **3.17. Liquidated Damages**

Not required for this RFP.

### **3.18. 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 DNR Project Manager 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 DNR Project Manager has secured any required state approvals necessary for the amendment and issued a

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written contract amendment, approved by the Commissioner of the Department of Natural Resources or the Commissioner's designee.

### **3.19. Contract Invalidation**

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

### **3.20. Nondisclosure and Confidentiality**

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the 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

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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.

## **SECTION FOUR BACKGROUND INFORMATION**

### **4.01. Background Information about the Trust**

The Alaska Mental Health Trust (Trust) was created by Congress before statehood as a land trust from which income would be used to fund mental health services. The state breached its trust duty by mismanaging the land. The settlement of the resulting Mental Health Lands Trust lawsuit in 1994 created a Trust Authority consisting of seven trustees. The Trust was reconstituted with \$200 million and nearly 1,000,000 acres of land. The Trust contracts with the Alaska Permanent Fund Corporation to manage its cash assets and the Trust Land Office (TLO) in the Department of Natural Resources to manage the land and other non-cash assets. The Trust's beneficiaries include Alaskans who are:

- People with mental illness.
- People with developmental disabilities.
- People with chronic alcoholism and other substance related disorders.
- People with Alzheimer's disease and related dementia, including people who have experienced a traumatic brain injury resulting in a permanent disabling condition.

The TLO is specifically responsible for managing the one million acres of land and other natural resources owned by The Trust. The TLO generates revenue by leasing and sales of land; real estate investment and development; commercial timber sales; mineral exploration and production; coal, oil and gas exploration and development; and sand, gravel and rock sales.

In addition to revenue generation, the TLO is charged with managing Trust lands prudently, efficiently and with accountability to the Trust and its beneficiaries.

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The TLO carries out its stewardship role by managing and protecting the inherent value of the Trust’s real property portfolio for today’s development opportunities and into perpetuity. This is done by timber sales, selling land through competitive programs, and leasing land and buildings to generate revenues. Preservation responsibilities include evaluating and monitoring a long-term asset management strategy, restoration or reclamation projects, conservation easements and trespass/access controls.

The trustees are charged with overseeing the management of Trust assets as well as developing a long-term integrated mental health system to serve our beneficiaries. It is important that all Proposers understand the Trust’s role in the public eye, and that all activities of the Trust and TLO are subject to heightened scrutiny because of the millions of dollars spent by the trustees every year and the highly visible non-cash asset portfolio.

#### **4.02. Background Information about the Project**

The Icy Cape land block is located in the Gulf of Alaska near Icy Bay, about 75 miles northwest of Yakutat. Land and resources are owned by the Alaska Mental Health Trust Authority (Trust) and managed by the TLO. The area is remote, poorly accessible (boat, plane, helicopter), and has a poorly developed and non-maintained road infrastructure created by past timber logging operations.

There is no community in Icy Bay, no grocery stores or gas stations; in short, there are no amenities. Every item required for this project will be transported to the project site; drinking water, gasoline, diesel fuel, food, nails, etc. If the items are not flown or barged in, the necessary items to complete the project will not be on hand.

The climate in the area is temperate rainforest, subpolar oceanic climate of the Pacific Coast with annual precipitation of 155 inches (including 150 inches of snow). Average temperatures range from 28.1 F in January to 54.4 F in July. The proposed camp is in support of a mineral exploration program which is planned for operations in 2017. The camp may also be used to support a timber harvest operation. The siting of the proposed camp will be located in an area previously used as a logging camp. The camp will remain at Icy Cape indefinitely.

The TLO will provide transportation and delivery of the field camp equipment from Ketchikan to Icy Cape. The Contractor will be required to provide delivery of the field camp equipment from their point of origin to Ketchikan, Alaska. Transport dates and other information will be provided in Section Five, Scope of Services.

## **SECTION FIVE**

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## SCOPE OF SERVICES

### 5.01. Scope of Services

**a. Objective.** The objective of this RFP is to identify the most advantageous means to provide a turn-key camp delivered to Ketchikan considering cost and other factors. The camp will be staged in Ketchikan, then transported by ramp barge to Icy Bay by the MHTLO. The camp will then be off-loaded at an undeveloped log transfer facility and moved 5.5 miles by road to the existing camp area so it must be designed to be transportable. The area where the camp will be located is flat with an existing septic system.

The camp must be completely ready to be assembled or put in place and hook up to state-provided water and septic that will be contracted separately from this RFP.

Communications systems will also be provided by the state separately from this RFP.

Power within the camp will be electric and provided by a state or contractor supplied diesel generator that may be purchased as part of or separately from this RFP.

Unless it is standard equipment for the units offered, contractor will not be required to provide internet outlets or cabling.

**b. Budget.** Total cost of all equipment and supplies provided, including the cost of delivery to Ketchikan, is not to exceed \$280,000.00. This budget has been established by the Mental Health Trust board and expenditures cannot exceed \$280,000.00 for this purchase.

#### **c. Options.**

**1. Camp Equipment Purchase Option.** To maximize the ability of the State to purchase a field camp within budget, DNR has listed three options available to offerors:

Option One -- the preferred option -- is the purchase of new modular or equivalent camp facilities (trailers, modular units, etc.);

Option Two is the purchase of used or remanufactured modular or equivalent camp facilities (trailers, modular units, etc.); and

Option Three is the purchase of new tent or fabric building camp facilities.

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Details on the minimum requirements for each option will be listed in the Specifications paragraphs shown later in Section Five.

Offerors may offer proposals for one or more of these options, however, the offeror may only offer one proposal under each option. For example, the offeror may offer proposals for Options One and Three but may offer only one proposal for Option One and only one proposal for Option Three.

**2. Generator Purchase Option.** The generator purchase option is the purchase of a diesel generator with a capacity suitable for the camp offered. DNR may, at its sole discretion, exercise this option provided the total purchase cost of both the camp equipment and generator are within the \$280,000 budget. The state **will not** accept proposals offering only a generator. Proposals offering only a generator will be determined to be non-responsive and will be rejected by the state.

d. After evaluation of responsive proposals received the State will select the most advantageous offer that meets its needs within the available budget.

## 5.02. Specifications

**a. All Three Camp Equipment Options.** The minimum specifications apply regardless of the equipment offered:

1. Sleeping quarters for a minimum of 16, maximum of 25, people with a maximum of 2 people per room or tent;
2. Each room or tent must be equipped with a smoke, CO2, and CO detector;
3. Fully equipped kitchen tent or unit meeting Alaska Department of Environmental Conservation (AKDEC) commercial kitchen requirements with an electric refrigerator-freezer, sinks, cabinets, food preparation area, electric stove with oven, and capable of serving up to 25 people. Residential quality appliances are acceptable;
4. Dining area with tables and chairs capable of seating up to 12 people;
5. Twin sized beds with mattresses, flat and fitted sheets (2 sets per bed), hypo-allergenic blankets (2 per bed), pillows (2 per bed), and pillowcases (2 per pillow; 4 per bed);
6. Washers and dryers capable of servicing up to 25 people;

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7. Restroom facility/tent with a minimum of three showers, toilets, and sinks. Common area showers and toilets are to be partitioned off for privacy but the common area sinks will not require partitioning. At least one room within the facility or tent must be partitioned off and contain a private shower, toilet, and sink;
8. Must have a means of providing extra dry storage;
9. Must be fully wired and plumbed in such a manner to minimize set up and be capable of hooking up to contractor or state provided generator and state supplied water and septic using 4 inch piping and couplings for the septic and 1 inch PEX tubing for the water;
10. Must be heated using either electric or diesel – provide heat source in the supporting documentation submitted with the proposal;
11. Must have sufficient lighting to support camp requirements; and
12. Must be suitable for environmental conditions for the Southeast Alaska area.

**b. Options One and Two, New or Used/Remanufactured Modular Units.** In addition to the above, the following apply to offers of new or used/remanufactured modular units:

1. Total exterior dimensions not to exceed 14 feet wide by 70 feet long per module or trailer;
2. Units must meet Universal Building Code (UBC) requirements and any other applicable federal, state, or local codes, regulations, etc., applicable to a camp such as the one offered in a remote location in Southeast Alaska; and
3. Units must be mounted on a steel frame with a coupling mechanism and wheels of sufficient capacity to facilitate towing. The State has a Kenworth truck with a fifth wheel, a dump truck with a pintle hitch, a forklift, Nodwells, pick-up trucks, and a dozer on the barge that may be used to tow units. The State will be responsible for towing equipment from the barge to the camp site.
4. Used or Remanufactured Modular Units must be certified by the offeror as being structurally sound.

**c. Option Three, New Tent or Fabric Building Camp Facilities.** Commercial quality tents or fabric buildings such as a Weatherport or State-approved equivalent will be acceptable. It is required that tents or fabric buildings offered be equipped with

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waterproof floors. Tents or fabric buildings offered that are larger than 12 feet by 12 feet must include one or more removable partitions for easy sectioning of tents into separate rooms. The offeror must specify within their Technical Proposal how the equipment will be packaged for delivery to Ketchikan and ultimate delivery to Icy Cape.

**d. Generator Option.** The offeror may provide a cost on the Cost Proposal for supplying a new diesel fueled generator unit with sufficient power for the camp equipment offered in response to this RFP. Any generator offered must be new and must come with a standard manufacturer’s warranty. Offers of used or remanufactured generators will be rejected.

DNR may, at it’s sole discretion, exercise this option provided the total purchase cost of both the camp equipment and generator are within the \$280,000 budget. The state **will not** accept proposals offering only a generator. Proposals offering only a generator will be determined to be non-responsive and will be rejected by the state.

**e. Power.** Offerors must specify the power requirements for the camp facilities offered within their Technical Proposal.

### **5.03. Delivery and Ownership.**

**a. Delivery.** All equipment ordered under a contract resulting from this RFP must be delivered to Ketchikan, Alaska, no later than June 24, 2017. By their signature on the proposal(s) offered in response to this RFP offerors are guaranteeing delivery to Ketchikan within this timeframe. If all equipment is not delivered to Ketchikan by June 24, 2017 the contractor will be responsible for delivery of the items to Icy Cape no later than July 5, 2017 at their own risk and expense. The State will be responsible for delivery of the equipment from Ketchikan to Icy Cape.

**b. Ownership.** Ownership of and title to the equipment provided remains with the contractor until the items have been delivered to Ketchikan, Alaska and accepted by the State.

### **5.04. Other Provisions**

**a. Supporting Documentation.** The state requires that offerors submit all required technical, specification, and other supporting information with their proposal so that a detailed analysis and determination can be made by the Procurement Officer that the product offered meets the RFP specifications and that other requirements of the RFP have been met. However, provided a proposal meets the requirements for a definite, firm, unqualified, and unconditional offer, the state reserves the right to request

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supplemental information from the offeror after the proposals have been opened to ensure that the products offered completely meet the RFP requirements. The requirement for such supplemental information will be at the reasonable discretion of the state.

Offerors must provide with their proposal publicly available information in the form of brochures, plans, drawings, diagrams, etc. of the camp equipment they are offering in response to this RFP. Diagrams or drawings are preferred. References to a website are not acceptable.

New equipment offered in response to this RFP must be equipment that is currently in production by the manufacturer and is still the latest model, edition, or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose other than display (not demonstration) prior to its sale to the state. It is the contractor's responsibility to ensure that each piece of equipment delivered to the state complies with this requirement. A contractor's failure to comply with this requirement will cause the state to seek remedies under breach of contract.

If used or remanufactured equipment is offered in response to this RFP the offeror must provide color pictures with their proposal showing condition of the equipment and must provide original manufacturer or purchase information showing the age of the equipment offered.

If a generator is offered as part of the proposal package it must be new and the offeror must provide supporting documentation as required by this section.

An offerors failure to provide this supplemental information within the time set by the state will cause the state to consider the offer non-responsive and reject the proposal.

**b. Accessories.** When accessories are supplied they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the state that the accessories are compatible. The offerors failure to supply this evidence within the time required by the state will cause the state to consider the proposal non-responsive and reject the offer.

**c. Inspection.**

**1. New Modular Equipment.** The offeror must identify within their Technical Proposal the location the equipment will be available for inspection by the State. This could be at the contractor's or manufacturer's location prior to shipment to Ketchikan. Prior to award of a contract the State may inspect, or at its sole discretion hire an independent

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contractor to inspect, all new equipment offered in response to this RFP. Travel expenses for this inspection will be at the State's expense.

**2. Used or Remanufactured Modular Equipment.** The offeror must identify within their technical proposal the location the equipment will be available for inspection by the state. Prior to award of a contract the State will inspect, or at its sole discretion hire an independent contractor to inspect, all used or remanufactured equipment offered in response to this RFP. Travel expenses for this inspection will be at the State's expense.

3. The inspector will have the final say on whether the equipment offered is acceptable for use under a contract resulting from this RFP. If the equipment fails inspection the proposal will be considered non-responsive and will be rejected by the State. At its sole discretion the State may consider the next most advantageous offer or pursue other options.

**d. Discontinued Items.** In the event an item is discontinued by the manufacturer during the life of the contract another item may be substituted provided that the Procurement Officer makes a written determination that it is equal to or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

**e. Item Upgrades.** The state reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

**f. Parts Books and Maintenance Manuals.** Parts books and maintenance manuals must be provided at the same time the equipment is delivered. The cost of the parts books and maintenance manuals is to be included in the cost offered for the equipment.

**g. Required Manuals and Hardware.** The items purchased are to be shipped complete with the instructions and hardware required for installation. An operator's manual, maintenance manual, and a maintenance schedule must be included with each item when it is delivered. The cost of the installation hardware and the manuals is to be included in the cost offered for the equipment.

**h. Invoices and Payment.** Invoices must be sent directly to the ordering agency's address shown on the individual Purchase Order or Contract Award. Partial or progress payments may be made on a schedule agreed upon between the state and the successful offeror. The state will not make final payment until the order is received on

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time and undamaged at Ketchikan. Questions concerning payment must be addressed to the ordering agency.

**i. Packaging.** The cost of all packaging must be included in the cost offered for the equipment. All packaging must be new and suitable for shipment and short-term storage.

**j. Warranty.**

New camp units must be provided with a standard manufacturer's warranty for every unit purchased against obvious construction and manufacturer's defects for at least 36 months from the date of acceptance by the state in Ketchikan, Alaska.

Used or remanufactured camp units must be warranted by the offeror against obvious construction and other defects for at least 24 months from the date of acceptance by the state in Ketchikan, Alaska.

If a generator is offered it must be provided with a standard manufacturer's warranty.

If, during this period, faults develop with the unit or components of the unit, they will be repaired or replaced without any cost, including any transportation or freight cost, to the state. Offers, which include supplemental warranties, will be accepted, but supplemental warranties that conflict with or diminish the state's rights under this warranty clause will be considered null and void. The state is not responsible for identifying conflicting warranty conditions before issuing a contract award. After award of the contract:

- if a conflict arises between the supplemental warranty and the warranty in this RFP, the warranty in the RFP will prevail; and

- if the state's rights are diminished as a result of application of the supplemental warranty, the supplemental warranty will be considered null and void and the RFP warranty will prevail.

Offeror must provide warranty information on the units offered with their proposal.

By signature on the face page of this RFP the bidder acknowledges this requirement and indicates unconditional acceptance of this warranty clause.

**k. Contractor Staff.**

The Contractor selected for award under this RFP will not be required to provide camp

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management staff or duties at Icy Cape. These duties will be contracted separately by DNR.

DNR does not anticipate a need for contractor staff to accompany equipment during shipment from the manufacturer to Ketchikan or from Ketchikan to the project site. However, if the offeror feels this is necessary they may outline this requirement within their proposal. Cost of contractor staff to escort equipment to Ketchikan or from Ketchikan to the project site must be included in the delivery cost offered on the Cost Proposal.

## **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**

Offeror must include an Introduction letter or memorandum within their Technical Proposal. The Introduction letter or memorandum must:

- include the complete name and address of offeror's firm and the name, mailing address, email address, and telephone number of the person the state should contact regarding the proposal;
- confirm that the offeror will comply with all provisions in this RFP;
- if applicable, provide notice that the firm qualifies as an Alaskan offeror;
- be signed by a company officer empowered to bind the company; and
- include a Conflict of Interest statement as required by paragraph 1.18 of this RFP.

It is recommended that offerors include their Alaska Business License number within their Introduction or attach a copy of their Alaska Business License to their proposal.

An offeror's failure to include these items in the proposal may cause the proposal to be

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determined to be non-responsive and the proposal may be rejected.

DO NOT INCLUDE COST in this section. Cost is to be included only in the Cost Proposal submitted in response to this RFP.

### **6.03. Methodology**

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule. This should include information on the offerors understanding of the project, project schedule, and project requirements and how the offeror will manage the project from receipt of the contract to acceptance of the product by the state in Ketchikan. The offeror should address issues or problems that may impact shipping and delivery of the order and methods they intend to employ to mitigate or overcome these obstacles.

An offeror's failure to include these items in the proposal may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

DO NOT INCLUDE COST in this section. Cost is to be included only in the Cost Proposal submitted in response to this RFP.

### **6.04. Product Offered**

Offerors must provide comprehensive supporting and other documentation and information on the equipment offered in response to this RFP. A separate technical proposal complete with supporting information must be provided for each equipment offered, i.e., Option One, Option Two, etc. Information provided should include drawings, diagrams, brochures, or other visual information showing configuration of the units offered; information on how many units will be required to comply with the RFP provisions; power requirements; septic and water requirements; packaging; towing or pallet moving requirements; site preparation requirements; palletized and non-palletized equipment dimensions and weight; equipment set-up requirements; information on the snow load, wind ratings, and other factors that indicate suitability of the equipment for the Southeast Alaska environment and climate; and, if offering used or remanufactured modular units, the location where the units can be inspected by the state. Offers of used or remanufactured equipment must also include color photos of the equipment and original manufacturer or purchase information showing the age of the equipment.

If a generator is offered as part of the equipment purchase the offeror must provide supporting and other documentation on the generator offered and should include

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information shown above for camp equipment.

An offeror's failure to include these items in the proposal may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

DO NOT INCLUDE COST in this section. Cost is to be included only in the Cost Proposal submitted in response to this RFP.

### **6.05. Cost Proposal**

Offerors must provide a separate Cost Proposal for each Option offered. Cost proposals must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, labor, payroll, supplies, overhead, packaging, delivery, and profit. The State will not pay any costs, fees, or charges outside of those shown on the Cost Proposal.

Costs offered are to remain firm for the duration of the contract.

### **6.06. Evaluation Criteria**

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will 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.

## **SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION**

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

### **7.01. Methodology - 10 Percent**

Proposals will be evaluated against the questions set out below:

1. How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project, project timelines, and of the deliverables the state expects it to provide?

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2. How well has the offeror identified pertinent issues and potential problems related to the project?

3. How well does the management plan illustrate the lines of authority and communication?

4. To what degree does the methodology depict a logical approach to fulfilling the requirements of the RFP?

5. To what degree is the proposal practical and feasible?

## **7.02. Product Offered - 20 Percent**

Proposals will be evaluated against the questions set out below:

Questions regarding Option One, New Modular Equipment, if offered in response to this RFP:

1. Did the offeror provide supporting documentation and other information on the equipment offered?

2. To what degree does the proposal outline the power, septic, water, site preparation, equipment set-up, and towing requirements for the equipment offered?

3. Did the offeror specify the number and types of units they will offer to comply with the contract provisions and include basic information on the units to include configuration and dimensions?

4. Did the offeror provide warranty information for the units offered and does this information appear to meet the requirements of this RFP?

5. To what degree does the equipment appear to be suitable for use in the environmental conditions of Southeast Alaska?

6. Based on the proposal and supporting documentation how well does the equipment offered appear to meet the requirements specified within this RFP?

7. Generator Option:

a. Did the offeror offer to provide a generator as part of the equipment package?

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- b. If so, did the offeror provide supporting information on the generator offered?
- c. If a generator was offered, to what degree does the generator offered appear to meet the power requirements for the camp offered?
- d. If a generator was offered, did the offeror provide warranty information for the unit offered and does it appear to meet the requirements of this RFP?
- e. Based on the proposal and supporting information provided how well does the generator offered appear to meet the requirements specified within the RFP?

Questions regarding Option Two, Used or Remanufactured Modular Equipment offered in response to this RFP:

1. Did the offeror provide supporting documentation and other information on the equipment offered, to include color photographs and original manufacturer or purchase information showing the age of the equipment?
2. To what degree will the age of the equipment offered facilitate long term or multi-year usage of the camp by the Trust Land Office?
3. To what degree does the proposal outline the power, septic, water, site preparation, equipment set-up, and towing requirements for the equipment offered?
4. Did the offeror specify the number and types of units they will offer to comply with the contract provisions and include basic information on the units to include configuration and dimensions of the equipment offered?
5. Did the offeror identify any structural or cosmetic weaknesses or defects present in the equipment offered?
6. Did the offeror provide warranty information for the units offered and does this information comply with the requirements of this RFP?
7. To what degree does the equipment appear to be suitable for use in the environmental conditions of Southeast Alaska?
8. Did the offeror identify the location and availability of the units offered for inspection by DNR?

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9. Based on the proposal and supporting documentation, and upon completion of the inspection by DNR staff or a DNR contracted inspector, how well does the equipment offered appear to meet the requirements specified within this RFP?

10. Generator Option:

- a. Did the offeror offer to provide a generator as part of the equipment package?
- b. If so, did the offeror provide supporting information on the generator offered?
- c. If a generator was offered, to what degree does the generator offered appear to meet the power requirements for the camp offered?
- d. If a generator was offered, did the offeror provide warranty information for the unit offered and does it appear to meet the requirements of this RFP?
- e. Based on the proposal and supporting information provided how well does the generator offered appear to meet the requirements specified within the RFP?

Questions regarding Option Three, New Tent or Fabric Building Camp Facilities offered in response to this RFP:

1. Did the offeror provide supporting documentation and other information on the equipment offered?
2. To what degree does the proposal outline the power, septic, water, site preparation, equipment set-up, and other such factors that may affect employment or use of the equipment offered?
3. Did the offeror specify the number and types of units they will offer to comply with the contract provisions and include basic information on the units to include configuration and dimensions?
4. How well did the offeror describe how the equipment would be prepared for shipping and short term storage, and what the requirements are for off-loading and transportation of the equipment from the beach at Icy Cape to the final camp location?
5. Did the offeror provide warranty information for the units offered and does this information comply with the requirements of this RFP?
6. To what degree does the equipment appear to be suitable for use in the

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environmental conditions of Southeast Alaska?

7. Based on the proposal and supporting documentation, how well does the equipment offered appear to meet the requirements specified within this RFP?

8. Generator Option:

- a. Did the offeror offer to provide a generator as part of the equipment package?
- b. If so, did the offeror provide supporting information on the generator offered?
- c. If a generator was offered, to what degree does the generator offered appear to meet the power requirements for the camp offered?
- d. If a generator was offered, did the offeror provide warranty information for the unit offered and does it appear to meet the requirements of this RFP?
- e. Based on the proposal and supporting information provided how well does the generator offered appear to meet the requirements specified within the RFP?

**7.03. Contract Cost - 60 Percent**

Overall, a minimum of 60% 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 2.14.

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 shown below.

(Cost of Lowest Cost Proposal) multiplied by (Maximum Points for Cost) divided by (Cost of Each Higher Priced Proposal) = Points

Cost will be evaluated separately for each Option offered. For example, the cost offered for Option One, New Modular Equipment, will only be compared to offers for Option One. The same will apply for offers for Options Two and Three.

If a generator is offered, the cost for the generator will be listed separately and awarded only if the cost of both the camp equipment and generator fall within the \$280,000

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budget.

#### **7.04. Alaska Offeror Preference - 10 Percent**

If an offeror qualifies for the Alaska Offeror 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**

1. Appendix A, General Terms and Conditions
2. Appendix B1
3. Proposal Evaluation Form for Option One, New Modular Equipment
4. Proposal Evaluation Form for Option Two, Used or Remanufactured Modular Equipment
5. Proposal Evaluation Form for Option Three, New Tent or Fabric Building Equipment
6. Offeror's Checklist
7. Cost Proposal for Option One, New Modular Equipment
8. Cost Proposal for Option Two, Used or Remanufactured Modular Equipment
9. Cost Proposal for Option Three, New Tent or Fabric Building Equipment

**\*\*\*END OF THIS SECTION\*\*\***

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## RFP 170007313

### PROPOSAL EVALUATION FORM

#### OPTION ONE, NEW MODULAR EQUIPMENT

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: 170007313, Purchase of Field Camp for MHTLO use at Icy Cape, Alaska

#### **EVALUATION CRITERIA AND SCORING**

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

#### **A. Methodology - 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.

1. How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project, project timelines, and of the deliverables the state expects it to provide?

EVALUATOR'S NOTES

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2. How well has the offeror identified pertinent issues and potential problems related to the project?

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EVALUATOR'S NOTES

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3. How well does the management plan illustrate the lines of authority and communication?

EVALUATOR'S NOTES

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4. To what degree does the methodology depict a logical approach to fulfilling the requirements of the RFP?

EVALUATOR'S NOTES

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5. To what degree is the proposal practical and feasible?

EVALUATOR'S NOTES

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**EVALUATOR'S POINT TOTAL FOR METHODOLOGY:** \_\_\_\_\_

**B. Product Offered - 20 Percent**

Maximum Point Value for this Section - 20 Points  
*100 Points x 20 Percent = 20 Points*

Proposals will be evaluated against the questions set out below.

Questions regarding Option One, New Modular Equipment, if offered in response to this RFP:

1. Did the offeror provide supporting documentation and other information on the

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equipment offered?

EVALUATOR'S NOTES

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2. To what degree does the proposal outline the power, septic, water, site preparation, equipment set-up, and towing requirements for the equipment offered?

EVALUATOR'S NOTES

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3. Did the offeror specify the number and types of units they will offer to comply with the contract provisions and include basic information on the units to include configuration and dimensions?

EVALUATOR'S NOTES

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4. Did the offeror provide warranty information for the units offered and does this information appear to meet the requirements of this RFP?

EVALUATOR'S NOTES

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5. To what degree does the equipment appear to be suitable for use in the environmental conditions of Southeast Alaska?

EVALUATOR'S NOTES

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6. Based on the proposal and supporting documentation how well does the equipment offered appear to meet the requirements specified within this RFP?

EVALUATOR'S NOTES

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7. Generator Option:

a. Did the offeror offer to provide a generator as part of the equipment package?

EVALUATOR'S NOTES

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b. If so, did the offeror provide supporting information on the generator offered?

EVALUATOR'S NOTES

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c. If a generator was offered, to what degree does the generator offered appear to meet the power requirements for the camp offered?

EVALUATOR'S NOTES

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d. If a generator was offered, did the offeror provide warranty information for the unit offered and does it appear to meet the requirements of this RFP?

EVALUATOR'S NOTES

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e. Based on the proposal and supporting information provided how well does the generator offered appear to meet the requirements specified within the RFP?

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EVALUATOR'S NOTES

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**EVALUATOR'S POINT TOTAL FOR PRODUCT OFFERED:** \_\_\_\_\_

**SUBTOTAL, ITEMS A and B:** \_\_\_\_\_

**C. Contract Cost - 60 Percent**

Maximum Point Value for this Section - 60 Points  
 100 Points x 60 Percent = 60 Points

**To avoid the appearance of cost influencing scoring by the evaluation committee members, this section will be independently evaluated by the DNR Procurement Officer.**

Overall, a minimum of 60 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 as shown below.

Converting Cost to Points

(Cost of Lowest Cost Proposal) multiplied by (Maximum Points for Cost) divided by (Cost of Each Higher Priced Proposal) = 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 2.14.

**EVALUATOR'S POINT TOTAL FOR COST:** \_\_\_\_\_

**D. 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

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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 ALASKA OFFEROR PREFERENCE:** \_\_\_\_\_  
(either 0 or 10)

**SUBTOTAL ITEMS C and D:** \_\_\_\_\_

**E. COMBINED POINT TOTAL FOR ALL SECTIONS:**

**1. Subtotal Items A and B:** \_\_\_\_\_

**2. Subtotal Items C and D:** \_\_\_\_\_

**3. Total for All Sections:** \_\_\_\_\_

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## RFP 170007313

### PROPOSAL EVALUATION FORM

#### OPTION TWO, USED OR REMANUFACTURED MODULAR EQUIPMENT

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: 170007313, Purchase of Field Camp for MHTLO use at Icy Cape, Alaska

#### EVALUATION CRITERIA AND SCORING

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

#### A. Methodology - 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.

1. How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project, project timelines, and of the deliverables the state expects it to provide?

EVALUATOR'S NOTES

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2. How well has the offeror identified pertinent issues and potential problems related to the project?

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EVALUATOR'S NOTES

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3. How well does the management plan illustrate the lines of authority and communication?

EVALUATOR'S NOTES

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4. To what degree does the methodology depict a logical approach to fulfilling the requirements of the RFP?

EVALUATOR'S NOTES

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5. To what degree is the proposal practical and feasible?

EVALUATOR'S NOTES

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**EVALUATOR'S POINT TOTAL FOR METHODOLOGY:** \_\_\_\_\_

**B. Product Offered - 20 Percent**

Maximum Point Value for this Section - 20 Points  
*100 Points x 20 Percent = 20 Points*

Proposals will be evaluated against the questions set out below.

Questions regarding Option Two, Used or Remanufactured Modular Equipment, if offered in response to this RFP:

1. Did the offeror provide supporting documentation and other information on the

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equipment offered, to include color photographs and original manufacturer or purchase information showing the age of the equipment?

EVALUATOR'S NOTES

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2. To what degree will the age of the equipment offered facilitate long term or multi-year usage of the camp by the Trust Land Office?

EVALUATOR'S NOTES

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3. To what degree does the proposal outline the power, septic, water, site preparation, equipment set-up, and towing requirements for the equipment offered?

EVALUATOR'S NOTES

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4. Did the offeror specify the number and types of units they will offer to comply with the contract provisions and include basic information on the units to include configuration and dimensions of the equipment offered?

EVALUATOR'S NOTES

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5. Did the offeror identify any structural or cosmetic weaknesses or defects present in the equipment offered?

EVALUATOR'S NOTES

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6. Did the offeror provide warranty information for the units offered and does this information comply with the requirements of this RFP?

EVALUATOR'S NOTES

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7. To what degree does the equipment appear to be suitable for use in the environmental conditions of Southeast Alaska?

EVALUATOR'S NOTES

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8. Did the offeror identify the location and availability of the units offered for inspection by DNR?

EVALUATOR'S NOTES

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9. Based on the proposal and supporting documentation, and upon completion of the inspection by DNR staff or a DNR contracted inspector, how well does the equipment offered appear to meet the requirements specified within this RFP?

EVALUATOR'S NOTES

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10. Generator Option:

a. Did the offeror offer to provide a generator as part of the equipment package?

EVALUATOR'S NOTES

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b. If so, did the offeror provide supporting information on the generator offered?

EVALUATOR'S NOTES

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c. If a generator was offered, to what degree does the generator offered appear to meet the power requirements for the camp offered?

EVALUATOR'S NOTES

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d. If a generator was offered, did the offeror provide warranty information for the unit offered and does it appear to meet the requirements of this RFP?

EVALUATOR'S NOTES

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e. Based on the proposal and supporting information provided how well does the generator offered appear to meet the requirements specified within the RFP?

EVALUATOR'S NOTES

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**EVALUATOR'S POINT TOTAL FOR PRODUCT OFFERED:** \_\_\_\_\_

**SUBTOTAL, ITEMS A and B:** \_\_\_\_\_

**C. Contract Cost - 60 Percent**

Maximum Point Value for this Section - 60 Points  
100 Points x 60 Percent = 60 Points

**To avoid the appearance of cost influencing scoring by the evaluation committee**

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**members, this section will be independently evaluated by the DNR Procurement Officer.**

Overall, a minimum of 60 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 as shown below.

Converting Cost to Points

(Cost of Lowest Cost Proposal) multiplied by (Maximum Points for Cost) divided by (Cost of Each Higher Priced Proposal) = 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 2.14.

**EVALUATOR'S POINT TOTAL FOR COST: \_\_\_\_\_**

**D. 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 ALASKA OFFEROR PREFERENCE: \_\_\_\_\_**  
(either 0 or 10)

**SUBTOTAL ITEMS C and D: \_\_\_\_\_**

**E. COMBINED POINT TOTAL FOR ALL SECTIONS:**

**1. Subtotal Items A and B: \_\_\_\_\_**

**2. Subtotal Items C and D: \_\_\_\_\_**

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**3. Total for All Sections:** \_\_\_\_\_

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## RFP 170007313

### PROPOSAL EVALUATION FORM

#### OPTION THREE, NEW TENT OR FABRIC BUILDING CAMP FACILITIES

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: 170007313, Purchase of Field Camp for MHTLO use at Icy Cape, Alaska

#### EVALUATION CRITERIA AND SCORING

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

#### A. Methodology - 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.

1. How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project, project timelines, and of the deliverables the state expects it to provide?

EVALUATOR'S NOTES

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2. How well has the offeror identified pertinent issues and potential problems related to the project?

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EVALUATOR'S NOTES

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3. How well does the management plan illustrate the lines of authority and communication?

EVALUATOR'S NOTES

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4. To what degree does the methodology depict a logical approach to fulfilling the requirements of the RFP?

EVALUATOR'S NOTES

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5. To what degree is the proposal practical and feasible?

EVALUATOR'S NOTES

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**EVALUATOR'S POINT TOTAL FOR METHODOLOGY:** \_\_\_\_\_

**B. Product Offered - 20 Percent**

Maximum Point Value for this Section - 20 Points  
*100 Points x 20 Percent = 20 Points*

Proposals will be evaluated against the questions set out below.

Questions regarding Option Three, New Tent or Fabric Building Camp Facilities, if offered in response to this RFP:

1. Did the offeror provide supporting documentation and other information on the

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equipment offered?

EVALUATOR'S NOTES

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2. To what degree does the proposal outline the power, septic, water, site preparation, equipment set-up, and other such factors that may affect employment or use of the equipment offered?

EVALUATOR'S NOTES

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3. Did the offeror specify the number and types of units they will offer to comply with the contract provisions and include basic information on the units to include configuration and dimensions?

EVALUATOR'S NOTES

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4. How well did the offeror describe how the equipment would be prepared for shipping and short term storage, and what the requirements are for off-loading and transportation of the equipment from the beach at Icy Cape to the final camp location?

EVALUATOR'S NOTES

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5. Did the offeror provide warranty information for the units offered and does this information comply with the requirements of this RFP?

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EVALUATOR'S NOTES

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6. To what degree does the equipment appear to be suitable for use in the environmental conditions of Southeast Alaska?

EVALUATOR'S NOTES

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7. Based on the proposal and supporting documentation, how well does the equipment offered appear to meet the requirements specified within this RFP?

EVALUATOR'S NOTES

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8. Generator Option:

a. Did the offeror offer to provide a generator as part of the equipment package?

EVALUATOR'S NOTES

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b. If so, did the offeror provide supporting information on the generator offered?

EVALUATOR'S NOTES

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c. If a generator was offered, to what degree does the generator offered appear to meet the power requirements for the camp offered?

EVALUATOR'S NOTES

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d. If a generator was offered, did the offeror provide warranty information for the unit offered and does it appear to meet the requirements of this RFP?

EVALUATOR'S NOTES

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e. Based on the proposal and supporting information provided how well does the generator offered appear to meet the requirements specified within the RFP?

EVALUATOR'S NOTES

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**EVALUATOR'S POINT TOTAL FOR PRODUCT OFFERED:** \_\_\_\_\_

**SUBTOTAL, ITEMS A and B:** \_\_\_\_\_

**C. Contract Cost - 60 Percent**

Maximum Point Value for this Section - 60 Points  
 100 Points x 60 Percent = 60 Points

**To avoid the appearance of cost influencing scoring by the evaluation committee members, this section will be independently evaluated by the DNR Procurement Officer.**

Overall, a minimum of 60 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 as shown below.

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Converting Cost to Points

(Cost of Lowest Cost Proposal) multiplied by (Maximum Points for Cost) divided by  
(Cost of Each Higher Priced Proposal) = 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 2.14.

**EVALUATOR'S POINT TOTAL FOR COST:** \_\_\_\_\_

**D. 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 ALASKA OFFEROR PREFERENCE:** \_\_\_\_\_  
(either 0 or 10)

**SUBTOTAL ITEMS C and D:** \_\_\_\_\_

**E. COMBINED POINT TOTAL FOR ALL SECTIONS:**

**1. Subtotal Items A and B:** \_\_\_\_\_

**2. Subtotal Items C and D:** \_\_\_\_\_

**3. Total for All Sections:** \_\_\_\_\_

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## RFP 170007313

### OFFEROR'S CHECKLIST

This checklist is provided as a courtesy to prospective offerors. While every effort has been made to ensure this checklist is complete it is still the offeror's responsibility to make sure they comply with all requirements of this RFP.

The following documents must be received by the DNR Procurement Office before the deadline set for receipt of proposals for your proposal to be considered responsive.

#### \_\_\_\_\_ 1. **Technical Proposal.**

a. If delivered in person or by the US Mail or a courier service (FEDEX, UPS, etc.): One original and three signed copies of the technical proposal packaged or submitted as required by Section One, paragraph 1.01, of this RFP.

b. If emailed, one signed original technical proposal submitted as required by Section One, paragraph 1.01, of this RFP.

c. If offering proposals for multiple purchase options, you must provide the information above for each option offered.

d. You may only submit one proposal for each purchased option offered. For example, the offeror may offer proposals for Options One and Three but may offer only one proposal for Option One and only one proposal for Option Three.

\_\_\_\_\_ 2. **Cost Proposal.** One signed Cost proposal submitted separately as required by Section One, paragraph 1.01, of this RFP. If offering proposals for multiple purchase options, you must provide one Cost Proposal for each option offered.

\_\_\_\_\_ 3. **MANDATORY RETURN Amendment(s).** Written acknowledgement of MANDATORY RETURN amendment(s) either within the proposal package or submitted separately in an email or fax to DNR Procurement. Must be received before the Deadline for Receipt of Proposals.

\_\_\_\_\_ 4. **Supporting Documentation.** Required Supporting Documentation for each option offered as specified within the RFP.

#### **Reminders:**

1. It is the offeror's responsibility to make sure they comply with all requirements of this

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RFP and submit all required documents.

2. Cost proposal(s) and technical proposal(s) are to be submitted in separate packages within the proposal package.

3. Proposals offering only a generator will be considered non-responsive and will be rejected by the State.

4. Proposals must be received in their entirety before the Deadline for Receipt of Proposals date and time. This includes the technical proposal(s), cost proposal(s), and supporting documentation. Late proposals will be considered non-responsive and will be rejected.

**\*\*\*\*\*END OF CHECKLIST\*\*\*\*\***

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## RFP 170007311

### COST PROPOSAL

#### OPTION ONE, NEW MODULAR EQUIPMENT

Offerors must complete and submit this Cost Proposal form in a separate envelope within their proposal package.

Offerors must provide a separate Cost Proposal for each Option offered. Cost proposals must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, labor, payroll, supplies, overhead, packaging, delivery, and profit. The State will not pay any costs, fees, or charges outside of those shown on the Cost Proposal.

Costs offered are to remain firm for the duration of the contract.

Proposals priced at more than \$280,000.00 will be considered non-responsive.

**Submit only one signed Cost Proposal for Option One in a separately sealed envelope with your offer.**

**A. Camp Facilities Cost:**

1. Cost to provide New Modular Equipment as specified within your proposal:

\$\_\_\_\_\_.

2. Cost for delivery of equipment offered to Ketchikan, Alaska:

\$\_\_\_\_\_.

**3. Total Contract Cost (sum 1 and 2): \$\_\_\_\_\_.**

**4. The Total Contract Cost shown on line 3 above is the cost that will be evaluated for Option One of this RFP.**

**B. Optional Generator Cost:**

1. Cost to provide the Generator offered in your proposal: \$\_\_\_\_\_.

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2. Cost for delivery of the Generator to Ketchikan, Alaska: \$\_\_\_\_\_.

3. **Total Optional Generator Cost (sum 1 and 2):** \$\_\_\_\_\_.

4. DNR may, at it's sole discretion, exercise this option provided the total purchase cost of both the camp equipment and generator are within the \$280,000 budget. Proposals offering only a generator will be considered non-responsive and will be rejected.

**C. Offeror Information:**

Company Name:\_\_\_\_\_

Physical Address:\_\_\_\_\_

Mailing Address:\_\_\_\_\_

Company Website:\_\_\_\_\_

Contact Name:\_\_\_\_\_

Contact Telephone Number:\_\_\_\_\_

Contact Fax Number:\_\_\_\_\_

Contact Email Address:\_\_\_\_\_

Alaska Business License Number:\_\_\_\_\_

Authorized Signature:\_\_\_\_\_

Date Signed:\_\_\_\_\_

**D. Amendment(s):** The offeror acknowledges receipt of the following amendment(s) issued for this RFP: \_\_\_\_\_.

**E. Preference Certification:**

1. Does your company qualify for the Alaska Bidder's Preference?    YES    NO

If yes, you must have a current Alaska Business license at the RFP Closing

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deadline.

2. Does your company qualify for the Alaska Veteran's Preference? YES NO

If yes, provide a copy of your DD214 with social security number, serial number, date of birth, and other Privacy Act information redacted out with your bid or upon request by the DNR Procurement Officer. Also, preference is statutorily capped at \$5,000.00.

3. Does your company qualify for the Alaska Employment Program or Alaskans with Disabilities preference? YES NO

If yes, provide a copy of the certification letter issued by the Division of Vocational Rehabilitation with your bid. Failure to provide a copy of the certification letter with your bid will result in disallowance of the preference.

**\*\*\*\*\*END OF COST PROPOSAL\*\*\*\*\***

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## RFP 170007311

### COST PROPOSAL

#### OPTION TWO, USED OR REMANUFACTURED MODULAR EQUIPMENT

Offerors must complete and submit this Cost Proposal form in a separate envelope within their proposal package.

Offerors must provide a separate Cost Proposal for each Option offered. Cost proposals must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, labor, payroll, supplies, overhead, packaging, delivery, and profit. The State will not pay any costs, fees, or charges outside of those shown on the Cost Proposal.

Costs offered are to remain firm for the duration of the contract.

Proposals priced at more than \$280,000.00 will be considered non-responsive.

**Submit only one signed Cost Proposal for Option Two in a separately sealed envelope with your offer.**

**A. Camp Facilities Cost:**

1. Cost to provide Used or Remanufactured Modular Equipment as specified within your proposal: \$\_\_\_\_\_.
2. Cost for delivery of equipment provided to Ketchikan, Alaska:  
\$\_\_\_\_\_.
3. **Total Contract Cost (sum 1 and 2): \$\_\_\_\_\_.**
4. **The Total Contract Cost shown on line 3 above is the cost that will be evaluated for Option Two of this RFP.**

**B. Optional Generator Cost:**

1. Cost to provide the Generator offered in your proposal: \$\_\_\_\_\_.

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2. Cost for delivery of the Generator to Ketchikan, Alaska: \$\_\_\_\_\_.

3. **Total Optional Generator Cost (sum 1 and 2):** \$\_\_\_\_\_.

4. DNR may, at its sole discretion, exercise this option provided the total purchase cost of both the camp equipment and generator are within the \$280,000 budget. Proposals offering only a generator will be considered non-responsive and will be rejected.

**C. Offeror Information:**

Company Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Company Website: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

Contact Fax Number: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Alaska Business License Number: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**D. Amendment(s):** The offeror acknowledges receipt of the following amendment(s) issued for this RFP: \_\_\_\_\_.

**E. Preference Certification:**

1. Does your company qualify for the Alaska Bidder's Preference?    YES    NO

If yes, you must have a current Alaska Business license at the RFP Closing

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deadline.

2. Does your company qualify for the Alaska Veteran's Preference? YES NO

If yes, provide a copy of your DD214 with social security number, serial number, date of birth, and other Privacy Act information redacted out with your bid or upon request by the DNR Procurement Officer. Also, preference is statutorily capped at \$5,000.00.

3. Does your company qualify for the Alaska Employment Program or Alaskans with Disabilities preference? YES NO

If yes, provide a copy of the certification letter issued by the Division of Vocational Rehabilitation with your bid. Failure to provide a copy of the certification letter with your bid will result in disallowance of the preference.

**\*\*\*\*\*END OF COST PROPOSAL\*\*\*\*\***

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## RFP 170007311

### COST PROPOSAL

#### OPTION THREE, TENT OR FABRIC BUILDING CAMP FACILITIES

Offerors must complete and submit this Cost Proposal form in a separate envelope within their proposal package.

Offerors must provide a separate Cost Proposal for each Option offered. Cost proposals must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, labor, payroll, supplies, overhead, packaging, delivery, and profit. The State will not pay any costs, fees, or charges outside of those shown on the Cost Proposal.

Costs offered are to remain firm for the duration of the contract.

Proposals priced at more than \$280,000.00 will be considered non-responsive.

**Submit only one signed Cost Proposal for Option Three in a separately sealed envelope with your offer.**

**A. Camp Facilities Cost:**

1. Cost to provide Tent or Fabric Building Camp Facilities as specified within your proposal: \$\_\_\_\_\_.

2. Cost for delivery of equipment provided to Ketchikan, Alaska:  
\$\_\_\_\_\_.

3. **Total Contract Cost (sum 1 and 2):** \$\_\_\_\_\_.

**4. The Total Contract Cost shown on line 3 above is the cost that will be evaluated for Option Three of this RFP.**

**B. Optional Generator Cost:**

1. Cost to provide the Generator offered in your proposal: \$\_\_\_\_\_.

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2. Cost for delivery of the Generator to Ketchikan, Alaska: \$\_\_\_\_\_.

3. **Total Optional Generator Cost (sum 1 and 2):** \$\_\_\_\_\_.

4. DNR may, at its sole discretion, exercise this option provided the total purchase cost of both the camp equipment and generator are within the \$280,000 budget. Proposals offering only a generator will be considered non-responsive and will be rejected.

**C. Offeror Information:**

Company Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Company Website: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

Contact Fax Number: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Alaska Business License Number: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**D. Amendment(s):** The offeror acknowledges receipt of the following amendment(s) issued for this RFP: \_\_\_\_\_.

**E. Preference Certification:**

1. Does your company qualify for the Alaska Bidder's Preference?    YES    NO

If yes, you must have a current Alaska Business license at the RFP Closing

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deadline.

2. Does your company qualify for the Alaska Veteran's Preference? YES NO

If yes, provide a copy of your DD214 with social security number, serial number, date of birth, and other Privacy Act information redacted out with your bid or upon request by the DNR Procurement Officer. Also, preference is statutorily capped at \$5,000.00.

3. Does your company qualify for the Alaska Employment Program or Alaskans with Disabilities preference? YES NO

If yes, provide a copy of the certification letter issued by the Division of Vocational Rehabilitation with your bid. Failure to provide a copy of the certification letter with your bid will result in disallowance of the preference.

**\*\*\*\*\*END OF COST PROPOSAL\*\*\*\*\***