



# STATE OF ALASKA

## Department of Environmental Conservation Division of Air Quality

### Request for Proposal (RFP) RFP 170007328 Date of Issue: June 1, 2017

## Air Quality Technical Support

Offerors Are Not Required To Return This Form

**Important Notice:** If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the Procurement Officer listed in [subsection 1.01](#) to receive subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.

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## SECTION 1 INTRODUCTION AND INSTRUCTIONS

### 1.01 RFP Administration Information

RFP Title:	Air Quality Technical Support
RFP Description:	The Air Quality Division will need assistance in completing Tasks related to transportation control programs, development of state implementation plans, emission inventories, air quality compliance activities, and air permitting of stationary sources.
Procurement Officer :	Natalie Wolfe, CPPO 555 Cordova Street Anchorage, AK, 99501 Email: <a href="mailto:Natalie.Wolfe@alaska.gov">Natalie.Wolfe@alaska.gov</a> Office phone number: 907-269-0291
Pre-Proposal Conference:	Friday June 9, 2017
Deadline To Receive Inquiries:	Monday June 12, 2017
Deadline for Receipt of Proposals:	All proposals must be submitted by Wednesday July 5, 2017 at 4:00pm AKST
RFP Opening Date:	Thursday July 6, 2017 at 10:00 am AKST
Initial Term of Contract and Renewals:	The initial term of the contract will be for 4 years. The contract may be renewed for 1 additional 1 year term. The total contract term may not exceed 5 years.

### 1.02 Purpose of the RFP

The State of Alaska, Department of Environmental Conservation (hereinafter referred to as “DEC” or “Department”) is soliciting proposals on behalf of its Division of Air Quality for services and materials necessary for technical assistance related to air quality planning, control strategy analysis, emission inventory development, permit control analysis, and permit data evaluation. The Air Quality Division will need assistance in completing Tasks related to transportation control programs, development of state implementation plans, emission inventories, air quality compliance activities, and air permitting of stationary sources.

### 1.03 RFP Schedule

Below is the schedule for this RFP. If a component of this schedule, such as the Deadline for Receipt of Proposals, is delayed then the remainder of the schedule will be shifted by the same number of days.

Schedule Component	Date
Pre Proposal Conference	Friday June 9, 2017 at 10:00 am AKST
Inquiries Due	Monday June 12, 2017 by 4:00pm AKST
Deadline for Receipt of Proposals	Wednesday July 5, 2017 at 4:00 pm AKST
RFP Opening	Thursday July 6, 2017 at 10:00 am AKST
Notice of Intent to Award Issuance	July 14, 2017
DEC Contract Issuance	July 24, 2017
Service Commencement Date	July 26, 2017

#### **1.04 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 10 calendar days prior to the Deadline for Receipt of Proposals.

#### **1.05 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 10 calendar 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 10 calendar days before the Deadline for Receipt of Proposals.

#### **1.06 Pre-Proposal Conference**

A non-mandatory pre-proposal conference will be held on Friday June 9, 2017 at 10:00 am AKST. All interested parties are invited to participate either by attending the conference or by teleconference through a conference number to be provided. The pre-proposal conference will be held at 555 Cordova, Anchorage, AK. Parking is limited on-site.

Parties wishing to attend via teleconference are asked to pre-register with the Procurement Officer identified in [subsection 1.01 RFP Administration Information](#) via email no later than Thursday June 8, 2017 at Noon AKST. The Procurement Officer will respond to each registered party with call-in information.

Parties that have questions are encouraged to submit them in writing via e-mail to the Procurement Officer at least 24 hours prior to the pre-proposal conference. Information provided during the conference will be official once it is issued as a written amendment to the RFP. Conference participation is at the participant's expense. Non-attendance does not relieve an Offeror of any of the responsibilities of fully meeting all of the conditions set forth in this RFP.

#### **1.07 Inquiries**

All inquiries and questions regarding this RFP must be received by the Procurement Officer in writing via e-mail no later than 4:00pm AKST on Monday June 12, 2017. The Department will provide a timely response to all questions asked in the form of an amendment to this RFP.

#### **1.08 Amendments**

If an amendment to this RFP is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the Procurement Officer after receiving the RFP from the State of Alaska Online Public Notice web site. It is the responsibility of Offerors and other interested parties to be aware of and read all amendments that may be issued for this RFP.

### **1.09 Definitions**

Acronyms and definitions used in this RFP are included in [Appendix C Definitions](#), incorporated herein and hereby made a part hereof.

### **1.10 Alternate Proposals**

Offerors may only submit 1 proposal for evaluation. In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

### **1.11 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 this RFP.

Offerors may not qualify its 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:

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

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

### **1.12 State Not Responsible for Preparation Costs**

The State will not pay any cost(s) associated with the preparation, submittal, or presentation of any proposal.

### **1.13 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 (NOIA) 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 NOIA is issued.

The Offeror also agrees to provide a redacted proposal upon request by the Procurement Officer.

#### **1.14 Subcontractors**

The proposal shall identify any areas within this RFP that the Offeror intends to subcontract. Within 10 calendar days after the Service Commencement Date, the Contractor shall provide the following information for each and every subcontractor it intends to use in the performance of the contract:

- Name of the subcontractor
- Address of the subcontractor
- Type of work the subcontractor will be performing
- Percentage of work the subcontractor will be providing
- Evidence that the subcontractor holds a valid Alaska business license
- A written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract
- All subcontractors must be approved by the DEC prior to Contractor's execution of each subcontract. After the initial approvals of subcontractors by DEC during the contract implementation period, the Contractor may not enter into any other subcontracts without prior written approval from the DEC.

Notwithstanding the approval of any subcontract, the Contractor shall be solely responsible for the satisfactory performance of all subcontractors and subcontracted services and for the compensation of all subcontractors. The Contractor shall be and remain liable for all costs and damages to the DEC caused by negligent performance or non-performance of the subcontracted services and shall indemnify, defend and hold harmless the State and its officers, employees, and agents from and against any such claims or failures by subcontractors.

If the Contractor uses any subcontractors, each subcontractor shall have a written agreement with the Contractor ensuring each subcontractor agrees to comply with the terms of the contract applicable to its scope of performance. That written agreement shall require each subcontractor meet and comply with all of the applicable provisions of the contract, including, the indemnity requirements, record keeping obligations, audit rights, and insurance requirements set forth herein.

Should the Contractor fail to require the subcontractors to meet and comply with all applicable provisions of the contract including, but not limited to, indemnity requirements, record keeping obligations, audit rights, and insurance requirements set forth in the contract, and such failure damages the State in any way, the Contractor shall indemnify, defend, and hold harmless the State and its officers, employees, and agents against such damage as set forth in this RFP.

The Contractor shall obtain proof of other insurance required from subcontractors and submit such proof to the DEC upon request.

#### **1.15 Joint Ventures**

Joint ventures are not allowed.

#### **1.16 Solicitation Advertising**

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

#### **1.17 News Releases**

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



## **SECTION 2 STANDARD PROPOSAL INFORMATION**

### **2.01 Proposal Submittal**

Offerors shall submit 1 original and 3 complete, sealed, and signed copies of its written technical proposal, and 1 original of its cost proposal to the Procurement Officer at the address listed in [subsection 1.01 RFP Administration Information](#) on or before the Deadline for Receipt of Proposals date and time as specified herein. No proposal shall be accepted after the Deadline for Receipt of Proposals date and time. An Offeror's failure to submit its proposal prior to the deadline will cause the proposal to be rejected.

Each proposal shall be clearly marked "Air Quality Technical Support" on the outside of the package, and will be provided in accordance with the format and content set forth in this RFP. Proposals may be mailed or hand delivered. Proposals submitted by any other means will be rejected as non-responsive.

The cost proposal shall be provided by the Offeror in a separate sealed envelope that shall be held separately by the Procurement Officer from the remainder of the proposal, and no cost information may appear in any other proposal section or subsection. The cost proposal may be in the same package as the technical proposal; however, it must be separately sealed in an envelope or other packing to keep it separate from the technical proposal.

In addition to the copies stated above, each Offeror shall submit 1 complete copy of its proposal (technical and cost) on a CD or USB using Microsoft Office products (Microsoft Office Professional 2007 or earlier version only) (the only exception is for financial information and brochures). The format and content must be the same as the manually submitted proposal. The electronic version must NOT be password protected or locked in any way.

### **2.02 Authorized Signature**

All proposals must be signed by an individual authorized to bind the Offeror to the provisions of the RFP and its proposal. Proposals must remain open and valid for at least 90 business days from the Deadline for Receipt of Proposals.

### **2.03 Offeror's Certification**

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

- 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 forth in this RFP;
- A condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- That the offer will remain open and valid for at least 90 business 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 reject the proposal, terminate the contract, or consider the Contractor in default.

#### **2.04 Conflict of Interest**

Each proposal shall include a statement indicating whether or not the firm or any individuals identified to work 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 2 years) and, if so, the nature of that conflict. The Commissioner of the Department of Environmental Conservation 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.

#### **2.05 Human Trafficking**

By signature on its 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 resulting from this RFP.

#### **2.06 Amendments to Proposals**

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received by the Procurement Officer prior to the Deadline for Receipt of Proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the DEC's request in accordance with 2 AAC 12.290.

#### **2.07 Supplemental Terms and Conditions**

Proposals must comply with subsection 1.11 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 the contract:

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

#### **2.08 Clarification of Offers**

In order to determine if a proposal is reasonably acceptable for award, communications by the Procurement Officer 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 Proposal Evaluation Committee (PEC) may be adjusted as a result of a clarification under this subsection.

## **2.09 Discussions with Offerors**

The DEC 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 acceptable 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 memorialized 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. Any oral modification of a proposal must be provided in writing by the Offeror.

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.

## **2.10 Contract Negotiation**

In accordance with 2 AAC 12.315, after final evaluation of all responsive proposals, 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 DEC may terminate negotiations and negotiate with the Offeror of the next highest-ranked proposal. If contract negotiations take place, the Offeror will be responsible for their travel and per diem costs at their sole expense.

### **2.10.01 Failure to Negotiate**

If the selected Offeror:

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available; or
- if the Offeror and the State, after a good faith effort, simply cannot come to terms, then the DEC may terminate negotiations with the Offeror initially selected and commence negotiations with the next highest ranked Offeror.

## **2.11 Vendor Tax ID**

A valid Vendor Tax ID must be submitted to the Procurement Officer within 5 calendar days of the DEC's request.

## **2.12 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:

- Copy of an Alaska business license;
- Certification on its proposal that the Offeror has a valid Alaska business license and has included the license number in the proposal;
- A canceled check for the Alaska business license fee;
- A copy of the Alaska business license application with a receipt stamp from the State's occupational licensing office; or
- A sworn and notarized affidavit that the Offeror has applied and paid for an Alaska business license.

Offeror's are not required to hold a valid Alaska business license at the time proposals are opened if it possesses one of the following licenses and are offering services or supplies under that specific line of business:

1. Fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game
2. Liquor licenses issued by Alaska Department of Revenue for alcohol sales only
3. Insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance
4. Mining licenses issued by Alaska Department of Revenue

Prior the Deadline for Receipt of Proposals, all Offerors must hold any necessary, applicable professional licenses required by the Operating Standards.

## **2.13 Application of Preferences**

### **Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE)**

This procurement is funded in part or fully through federal grants or cooperative agreements. This RFP incorporates a five (5) point preference for all qualified minority and women's business enterprises.

Minority Business Enterprises (MBEs) are entities that are at least 51% owned and/or controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note), and Public Law 102-389 (42 U.S.C. 4370d), respectively.

Women's' Business Enterprises (WBEs) are entities that are at least 51% owned and/or controlled by woman.

Organizations or subcontractors claiming MBE or WBE certification, must submit evidence of certification with their proposal before the deadline set for submission of proposals. Following is an example of how the preference points will be calculated for qualifying businesses:

[STEP 1]

Determine the number of points available to MBE/WBE eligible offerors under this preference.

Total number of points available in this example situation = 100 Points

100	x	5%	=	5
Total Points		MBE/WBE Offeror's Percentage Preference		Number of Points Available to Eligible Offerors

[STEP 2]

Add the preference points to the qualified MBE/WBE offers. In a hypothetical situation, there are 3 offerors. After being evaluated, each received the following points:

Offeror #1 95 Points

Offeror #2 90 Points

Offeror #3 92 Points

Before preference points are calculated, offeror #1 is the apparent winner. However, in this hypothetical situation, offeror #2 and offeror #3 are eligible for the MBE/WBE preference. After adding 5 points to their scores, offeror #3 is the new apparent winner, with 97 points.

## 2.14 Protest

AS 36.30.560 provides that an interested party may protest the content of this RFP. An interested party is defined in 2 AAC 12.990(a)(7) as "an actual or prospective bidder or Offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the Procurement Officer at least 10 calendar days prior to the Deadline for Receipt of Proposals. AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract. If an Offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the Procurement Officer within 10 calendar days after the date the NOIA 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:

- The name, address, and telephone number of the protester
- The signature of the protester or the protester's representative
- Identification of the State Contracting Agency and the solicitation or contract at issue
- 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. Facsimile 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 via a 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 3 STANDARD CONTRACT INFORMATION**

### **3.01 Contract Type**

The primary contract resulting from this RFP will be a Term Contract that sets forth the governing terms and conditions. The secondary contract, issued under the Term Contract, will be a Task Contract(s) awarded through the issuance of a Notice to Proceed (NTP) that sets forth Task specific work, deliverables, and compensation. For the purposes of this RFP, “contract” collectively refers to both Term Contracts and Task Contracts. The contract type shall be a Cost Plus Fixed Fee contract. All price adjustments will be considered in accordance with subsection [3.12 Contract Compensation and Payment](#).

### **3.02 Contract Term**

The initial contract term will be for four years from the Service Commencement Date. The contract may be renewed for 1 additional one year term as executed through a written amendment to the contract. Renewals will be exercised solely at the discretion of the DEC.

### **3.03 Contract Approval**

This RFP and a Task RFP does not, by itself, obligate the State. The State’s obligation will commence when a contract is approved and executed via signature by the Commissioner of the Department of Environmental Conservation, or the Commissioner’s designee. The DEC will not be responsible for payment of any work done by the Contractor, even work done in good faith, if it occurs outside of the effective dates of the contract as set forth by DEC in the Standard Agreement Form or NTP, as amended from time to time.

### **3.04 Technical Support and Service Tasks/Sub-Tasks**

The Term Contract resulting from this RFP will create a pool of qualified Contractors that shall perform and provide services and materials necessary for technical assistance related to air quality planning, control strategy analysis, emission inventory development, permit control analysis, and permit data evaluation. This shall include assistance in completing Tasks related to transportation control programs, development of state implementation plans, emission inventories, air quality compliance activities, and air permitting of stationary sources. Situations or events that require these services to be performed are typically referred to as a “Task” by the DEC. The DEC does not guarantee the issuance of a Task solicitation or award, as it difficult to predict and control events that would necessitate such. However in the event a Task is identified, Task solicitations and awards would be issued only to the pool of qualified Contractors that are awarded a Term Contract resulting from this RFP.

When DEC identifies the need for a Task or Sub-Task, a specific scope of work and related terms are developed and issued to the pool of Term Contractors through a Task Request for Proposal (TRFP). The TRFP contains the details specific to a particular event or situation, and identifies the services or Tasks to be rendered at that time. Each Term Contractor then has the opportunity to provide a Task specific proposal, which goes through an evaluation and award process as described in [subsection 3.04.01](#) below. The award of a TRFP will be accomplished using a NTP.

### **3.04.01 Contractor Selection Method for Task Solicitations**

Each TRFP released by the DEC will be issued to all Term Contractors awarded based on a specific Task or Sub-Task and contain both Technical and Cost Proposal evaluation criteria pertinent to the scope of work and deliverables within the TRFP. Term Contractors will have a deadline by which to provide a Task proposal to perform the TRFP scope of work and deliverables. The Procurement Officer, or a Procurement Evaluation Committee (PEC) made up of at least 3 state employees or public officials, will evaluate proposals based solely on the evaluation factors set forth therein.

#### Evaluation Categories and Weights

The table below indicates the total number of points assigned to each category of the TRFP proposal evaluation:

Technical Proposal	60 Points
Cost Proposal	40 Points
<b>TOTAL</b>	<b>100 Points</b>

Technical proposals will be scored using the evaluation criteria and point factors noted within the TRFP. The scores for each proposal will be based upon the assigned scores identified through the evaluation process, and will not be normalized.

The scores for the cost proposal portion of the evaluation will be normalized as follows: The offeror's cost proposal with the lowest Total Cost Proposal will receive 40 points. All other responsive cost proposals will be assigned a portion of the maximum score using the following formula:

The lowest Total Cost Proposal amount shall be multiplied by 40 then divided into the next lowest Total Cost Proposal to determine the points awarded. (Example: [Offeror 1: Total Cost Proposal of \$6,000.00] [Offeror 2: Total Cost Proposal of \$6,800.00] [Offeror 1 receives 40 points] [Offeror 2:  $\$6,000.00 \times 40 / \$6,800.00$  points = 35 points])

### **3.04.02 Contract Award and Offeror Selection**

After the completion of proposal evaluations and contract negotiation, if any, the Procurement Officer will issue a written NOIA to all responding Term Contractors and allow for protest rights in accordance with [subsection 2.14 Protest](#). The protest period for the NTP NOIA will be no more than 3 calendar days. The Term Contractor with the best overall combined score will be awarded the NTP.

### **3.05 Standard Contract Provisions**

The Contractor will be required to sign and submit the attached State's [Standard Agreement Form for Professional Services, Appendix E](#), upon execution of the contract resulting from this RFP. The Contractor must comply with the contract provisions set out in the executed Standard Agreement Form, as amended from time to time. 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 State of Alaska Standard Contract Terms and Conditions](#) must be set out in the Offeror's proposal.

### **3.06 Order of Precedence**

The terms and conditions in this RFP are as set forth herein and include [Appendix A State of Alaska Standard Contract Terms and Conditions](#). The contract between the parties will consist of and precedence is established by the order of the following documents:

1. An NTP and related documents.
2. An amendment to the executed contract as provided in this RFP, with the more recent amendment taking precedence over a less recent amendment
3. The Standard Agreement Form or other final document executing the contract
4. The RFP
5. The Contractor's proposal

The above numbered documents are, collectively, the "contract". These documents are complementary and what is required by one shall be binding as if required by all. In the case of any conflict or inconsistency arising under the contract documents, a document identified with a lower number in this subsection shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. No conflict or inconsistency shall be deemed to occur in the event an issue is addressed in one of the above mentioned contract documents but is not addressed in another of such documents.

Where terms and conditions specified in the Contractor's proposal differ from the terms in this RFP or [Appendix A State of Alaska Standard Contract Terms and Conditions](#), the terms and conditions of this RFP or [Appendix A](#) shall apply. Where terms and conditions specified in the Contractor's proposal supplement the terms and conditions in this RFP, the supplemental terms and conditions shall apply only if specifically accepted by the Procurement Officer in writing.

### **3.07 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 identified in [subsection 1.01 RFP Administration Information](#).

### **3.08 Disputes**

The 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 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. 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.

### **3.09 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.

### **3.10 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, as identified in [Appendix B Indemnity and Insurance](#). 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 [Appendix B Indemnity and Insurance](#) 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 B](#) must be set out in the Offeror's proposal.

### **3.11 Contract Funding**

The State is a government entity and it is understood and agreed that the State's payments herein provided for may be paid from Alaska State Legislative appropriations; and approval or continuation of a contract resulting from this RFP is contingent upon Legislative appropriation. The State reserves the right to terminate the contract in whole or part if, in its sole judgment, the Legislature of the State of Alaska fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments; or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available. Further, in the event of non-appropriation, the State shall not be liable for any penalty, expense, or liability; or for general, special, incidental, consequential, or other damages resulting therefrom.

### **3.12 Contract Compensation and Payment**

The contract resulting from this RFP will be a Cost Plus Fixed Fee contract. The price for this contract will remain firm and not fluctuate for the entire term of the contract, to include any and all renewals or extensions. Any request for an adjustment to the time, scope, or cost of the contract that will impact the pricing will only be considered at the Contractor's written request based on justification through sufficient supporting documentation and is subject to approval based upon Legislative or Department appropriations.

The Contractor will be compensated for services rendered to the DEC under an NTP, in accordance with the following:

1. The Contractor shall invoice the DEC on a monthly basis for services rendered and costs incurred in the prior month. The DEC will make payment within 30 days after the Contract Manager has received a complete and accurate invoice, with all required supporting documentation. DEC retains the right to request additional justification and/or documentation as it deems necessary to ensure appropriate payment of the invoice.
2. All costs to perform a Task or Sub-Task, including labor, direct costs, and the fixed fee shall be submitted in accordance with Cost Proposal requirements within a TRFP.
3. Every invoice must include the following:

- a. Contract Number and title "Air Quality Technical Support"
- b. Identification of the billing period
- c. A detailed statement of the deliverables completed for the invoiced period, to include support documentation
- d. Total amount billed
- e. Date invoice was submitted for payment
- f. Entity name, contact information, and Alaska vendor number
- g. Name of authorized person originating or submitting the invoice for the entity
4. Invoices are to be mailed to the address noted in the Standard Agreement Form.
5. Final invoices must be received by DEC no later than 45 days following completion of the Task, or contract expiration. Final payment will be made upon receipt of all deliverables and satisfactory completion of performance requirements.

No payment will be made until the contract is approved in accordance with [subsection 3.03 Contract Approval](#). Under no conditions will the State be liable for the payment of any interest charges or late fees associated with the cost of the contract. Additionally, the State shall not be responsible for nor pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency. Legislative, budget, or court actions may compel the Department to revise or cancel this contract.

### **3.12.01 Contract Pricing**

Contract pricing for the Term Contract shall be the Fully Burdened Hourly Billable Rates for the positions required herein and as proposed in an Offeror's [Appendix D Cost Proposal](#).

Contract pricing for Tasks will be divided into 3 categories: labor, direct costs, and the fixed fee. Costs for each Task will be based on actual services rendered and costs incurred for the performance and completion of the requirements therein. Pricing shall be stated as a Fully Burdened Rate and must include all costs associated with the Contractor's operations, including the provision of all services and materials as needed to perform and meet the requirements including but not limited to, wages, administrative overhead, transportation, lodging, and all other costs associated with the performance of the contract resulting from this RFP. The rate may not fluctuate for the contract duration except as provided for herein, or as otherwise agreed to in writing by both parties and executed as an amendment to the contract. No other costs will be considered for payment.

Actual services rendered includes time spent in preparation and performance of the scope of work and deliverables in the contract. These labor costs shall be a Fully Burdened billable labor rate for each position providing services for a specific Task.

Direct costs include, without limitation, actual costs and expenses incurred to purchase, rent, use, provide, and consume materials, equipment, and supplies for a specific Task or Sub-Task; subcontractor fees; and other incidental costs such as

shipping, printing, lodging, and transportation. These costs shall be invoiced without any mark up.

The fixed fee shall be a Fully Burdened Rate and include all indirect and overhead costs associated with each Task. The fixed fee shall not be a percentage of costs, nor be included as part of any other rates or costs.

### **3.13 Contractor Responsibilities**

The Contractor shall coordinate the successful implementation of the contract and direct all performance activities on a day-to-day basis. The Contractor shall be responsible for all communications regarding the progress of performance of the contract and shall discuss with the DEC Procurement Officer or Contract Manager any issues, recommendations, and decisions related to the contract. The Contractor will be the sole point of contact on all matters related to the performance of the contract. The Contractor represents and warrants that it has the necessary skill to perform the work required under this RFP and that the personnel assigned by the Contractor to perform any such work will be qualified to perform the assigned duties.

Substantial failure of the Contractor to perform the contract may cause the State to terminate the contract. In this event, the State may pursue remedial actions steps set forth in [subsection 3.14.01 Remedial Action](#).

At reasonable times, the DEC may inspect those areas of the Contractor's place of business that are related to the performance of the contract resulting from this RFP. If the DEC makes such an inspection, the Contractor must provide reasonable assistance and access to all records related to the performance of the contract.

### **3.14 Contract Compliance and Cure Notice**

The DEC reserves the right, without limitation, to monitor, audit, assess, or conduct oversight of the Contractor's performance of and compliance with the terms and conditions within this RFP and the resulting contract. Contract compliance and performance audits will be conducted in accordance with DEC practices.

In the event the Contractor is not in compliance with the contract terms and conditions, either in part or in whole, the DEC Procurement Officer will provide written notice to the Contractor to cure all instances of partial or non-compliance or deficiencies. The Contractor shall respond in writing or via email to DEC Procurement Officer that it has received the written notice of deficiency within 24 hours of the date of the notification by DEC. The Contractor shall cure, or to DEC's satisfaction make substantial progress towards remedy of, all instances of partial or non-compliance or deficiencies within 30 calendar days from the date of written notification of deficiencies by DEC.

If the Contractor fails to cure or make substantial progress towards remedy of, the instances of partial or non-compliance or deficiencies within the time frame above, the DEC may determine the Contractor to be in breach and will pursue remedial action as described in 3.14.01 Remedial Action.

### **3.14.01 Remedial Action**

In addition to any remedies available to the DEC under law or equity, the DEC at its sole discretion may require one or more of the following remedial actions if the Contractor fails to cure findings of breach, or as otherwise provided for herein:

1. The DEC may take reasonable steps to provide for such cure and may offset the costs of such cure against the contract pricing in effect at the time of occurrence of a breach;
2. Reduce and/or offset payment to reflect the reduced value of services received;
3. Require the Contractor to subcontract all or part of the service at the Contractor's sole cost;
4. Withhold payment or require payment of actual or liquidated damages caused by a breach;\_or
5. Terminate the contract pursuant to subsection 3.15 Termination.

Liquidated damages will be calculated based upon the staff time necessary to address and/or remedy an issue as identified herein and will be proportionate to the noncompliance or nonperformance. Withholding of payment by the DEC for the failure of the Contractor to perform shall not relieve the Contractor from its obligations under the contract and shall not be a basis for termination by the Contractor under subsection 3.15 Termination.

## **3.15 Termination**

### **3.15.01 Termination for Cause**

The occurrence of any of the following events shall be an Event of Default under the contract resulting from this RFP and cause for termination:

1. A material breach of any term or condition of the contract
2. Any representation or warranty by Contractor in its proposal or the contract that proves to be untrue or materially misleading
3. Any default or non-compliance as otherwise specified in the contract

Either party may terminate the contract when the other party has been provided written notice of default or material non-compliance, and has failed to cure the default or non-compliance within 30 calendar days. If the State terminates the contract for default, the State reserves the right to take any action it may deem necessary including, without limitation:

- Exercise any remedy provided by law or equity
- Suspend Contractor from receiving future solicitations
- Withhold payment until the default is remedied
- Offset of damages against payment due

### **3.15.02 Termination for Convenience**

The State may terminate the contract for its convenience in whole or in part, if the State determines it is in the State's best interest to do so.

If the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the contract had been fully performed:

1. The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to deliverables or services paid or to be paid;
2. The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract; and
3. Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.

The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

### **3.15.03 Effect of Termination**

Upon termination by the State, the Contractor shall:

1. Stop work as directed by the DEC. Place no further orders or requests of subcontractors, if any, for materials, or services.
2. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the termination notice.
3. With the advance approval of the DEC, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts the cost of which would be reimbursable, in whole or in part, in accordance with the provisions of the contract.
4. Deliver or otherwise make available to the DEC all data, reports, estimates, summaries and such other information and materials, confidential information, as may have been accumulated by the Contractor in performing the contract, whether completed or in process.

This clause does not restrict the State's termination rights under Appendix A State of Alaska Standard Contract Terms and Conditions.

### **3.16 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 Procurement Officer will provide the Contractor a written description of the additional work and request the Contractor to submit a 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 Procurement Officer has secured any required State approvals necessary for the amendment and executed a written, signed contract amendment as approved by the Commissioner of the Department, or the Commissioner's designee. The Department reserves the right to adjust contract prices, terms, time of performance, and/or the scope of work as mutually agreed upon and at the discretion of the Procurement Officer as executed in a written amendment to the contract.

### **3.17 Contract Invalidation**

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

### **3.18 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 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 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 calendar days. Notice of the requested disclosure of confidential information by the Contractor must be provided to the State within a reasonable time after the Contractor's receipt of notice of the requested disclosure and, upon request of the State, shall seek to obtain legal protection from the release of the confidential information.

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



## **SECTION 4 BACKGROUND INFORMATION**

### **4.01 Authority**

Alaska Statute (AS) 46.14 established the Air Quality Program within the State of Alaska. Services procured under the Contracts resulting from this RFP shall be in accordance with the technical requirements within the Air Quality Control Regulations in the Alaska Administrative Code Title 18, Chapter 50 (18 AAC 50).

### **4.02 History**

The Air Quality Division issues air permits, determines air quality compliance status, conducts enforcement, develops air quality control plans, implements mobile and area source control programs, and manages air monitoring efforts throughout the state. Given limits to the program personnel resources the cyclical nature of the workload, workloads can outpace the internal resources available to meet our goals and deadlines. A Term Contractor(s) will provide, on an as-needed basis, technical assistance in meeting our objectives by set deadlines. The availability of Term Contractors during periods of heavy workload will help us provide timely, predictable permit and program decisions. In addition, Term Contractors can efficiently address unique issues that are beyond our technical expertise.

## **SECTION 5 SCOPE OF WORK**

### **5.01 General Requirements**

The Alaska Department of Environmental Conservation (Department), Division of Air Quality, is soliciting proposals for contractors to provide technical assistance for air quality management Tasks and Sub-Tasks within the Air Monitoring, Air Compliance, Air Permit, and Air Non-Point and Mobile Source programs. All programs strive for more efficient operations and have different needs for technical assistance that can be met through the use of Term Contracts. DEC seeks Offerors who have a wide range of experience with stationary source air quality issues, emission inventories, transportation-air quality planning, emissions characteristics (particularly at cold temperatures), modeling, and public awareness.

The Department intends to issue multiple Term Contracts from this RFP to ensure there is adequate breadth in available contractor support for meeting the needs related to a specific Task or Sub-Task, and ensure the Task solicitation process remains competitive. It is not expected that every Offeror will qualify for every Task or Sub-Task. Rather, Offerors shall only submit a proposal that identifies each specific Task and Sub-Task for which the Offeror is qualified to perform.

The Term Contractors awarded a Term Contract from this RFP shall manage the services as provided for herein for the term of the contract and optional renewal. The Term Contractors shall perform all management Tasks associated with the performance of the contract resulting from this RFP, to include without limitation: workforce planning, scheduling changes, recruitment and hiring, orientation, skills management, training and development, personnel administration, compensation, time and attendance management, grievances, payroll, employee benefits administration, personnel cost planning, performance evaluations, reporting reviews, distributing resources and guidebooks, implementing policy and procedures, and managing labor relations.

For the duration of the contract, any conflicting technical requirements will be resolved in negotiation with the DEC Contract Manager. Any changes to the contract schedule or Tasks must be addressed in writing and approved by mutual agreement of the parties.

Each of the subsections within the Scope of Work include a description of the requirement, duties of the Department, duties of the Contractor, and deliverables. All documents provided to the Department as Work Product will be either in Microsoft Word or Excel and be provided in the manner as requested by the Department. Unless otherwise directed, Work Product shall be formatted using Garamond font, size 12, and color images and pictures will be saved in JPEG or TIFF format.

### **5.02 (ME) Experience and Qualifications**

The following is a list of positions, and required experience for each, that a Term Contractor agrees to maintain as part of its team for the duration of the contract. Offerors must include in their proposal how it will provide each position described herein, and as may be additionally proposed within an Offeror's proposal, in sufficient detail as to determine responsiveness. This shall include at a minimum a description of the position title commensurate with the required

position described herein; whether that position will be employed by the Offeror or a subcontractor; each position's minimum credentials, qualifications, education, and experience; each position's duties relevant to the Tasks and Sub-Tasks as identified herein; and the person's resume, references, and qualifications as identified for a specific position. If no person is currently identified for a specific position, note such in your proposal.

Proposals must be detailed and provide sufficient information to determine if an Offeror is responsive through the provision of verifiable evidence that it meets the minimum qualifications and requirements for each and every Task and Sub-Task it identifies as being qualified for within its proposal. If an Offeror fails to provide sufficient detail and information to determine responsiveness for any given Task or Sub-Task, they will be found non-responsive and will not be awarded that particular Task or Sub-Task, either in whole or in part. Term Contracts will only be awarded for Offerors that are deemed responsive for each Task and Sub-Tasks it includes in its proposal and is deemed qualified for.

**Key Positions:**

Offerors must include in its Proposal a list of all positions and persons that shall perform each service specific to a Task and/or Sub-Task as defined herein. DEC anticipates the list of positions will include the following:

Contract Manager	Air Monitoring Specialist
Project Manager	Inventory Specialist
Environmental Scientist	I/M Test Operator
Environmental Engineer	Regulations Specialist
Senior Engineer	Group Facilitator
Atmospheric Chemist/Analyst	Publications Specialist
Risk Assessor	Editor
Dispersion Modeler	

For each proposed position, the proposal must identify its required experience, qualifications, and credentials. An Offeror must also provide the identity, resume, and three references for each person chosen to fill each position within its proposal. The references must be able to validate the experience for each Task/Sub-Task as proposed. Position descriptions and resumes shall describe qualifications in terms of education and experience directly related to services required herein, identify professional disciplines or job classifications, and state of residency. The proposal shall describe an individual's specific duties and responsibilities related to each service they will perform, their experience relevant to each Task/Sub-Task as identified within Section 5 Scope of Work, their length of time with their present company, total years of relevant experience, and percentage of time available for Task Contract work.

If no person is able to be identified at the time proposals are submitted, the Offeror shall note the title and minimum hiring qualifications that will be applied to each applicable position. If no person was identified for a particular position and the contract is awarded to that selected Offeror, the Offeror agrees to submit to the DEC Contract Manager the identity and resume for each applicable position as soon as the recruitment process is complete. DEC retains the right to approve the proposed person based on the minimum qualifications for each and every Task/Sub-Task that person is

proposed to perform. In the event a person is not qualified, DEC shall either ask for a qualifying person or the Term Contract shall be modified to remove any non-qualifying Task or Sub-Task.

All Offeror's full time employees and subcontractors proposed to work on the contract resulting from this RFP must be listed on [Attachment 1 Required Qualification Submittal](#) as well as described in response to this subsection. The proposal shall also include an organizational chart showing all proposed positions, illustrate lines of authority, and designate the position of signing authority responsible for the Term Contract and NTP contract award documents.

Any change in the proposed positions, persons, team, or subcontractors named in an Offeror's proposal, or as provided upon completion of recruitment, must be submitted to the DEC Contract Manager and approved in advance of beginning in the proposed role. Personnel or subcontractor changes that are not approved by the State may be grounds for the State to terminate the contract.

### **5.03 Summary of Primary Tasks**

The RFP Scope of Work is categorized into three primary Tasks. The following is a list of each Primary Task and related Sub-Tasks. A full description of each Primary Task and Sub-Task is located in the following subsections. Not all Primary Tasks and Sub-Tasks are required to be performed by every Contractor, rather only those Tasks and Sub-Tasks that an Offeror includes as part of their proposal and for which demonstrates evidence of meeting the required qualifications and experience. It is at the Offeror's discretion to propose on as many Tasks and Sub-Tasks as it chooses and identifies accordingly in its proposal. If a Task or Sub-Task is not identified as part of an Offeror's proposal, it will not be awarded in accordance with [subsection 7.01.01 Contract Award and Offeror Selection](#).

#### **Primary Task 1 Air Permits and Compliance Program Technical Assistance**

- Sub-Task 1-1 Title V Permit Work
- Sub-Task 1-2 Compliance Activities
- Sub-Task 1-3 Technical Services
- Sub-Task 1-4 Asbestos Compliance Assessments and Naturally-Occurring Asbestos (NOA) Assessment
- Sub-Task 1-5 Title I Permit Work
- Sub-Task 1-6 Modeling/Monitoring/BART Support
- Sub-Task 1-7 Technical Research/Consultation/Study
- Sub-Task 1-8 Program Development
- Sub-Task 1-9 Model/Post-Processor Code Development

#### **Primary Task 2 Air Non-Point & Mobile Source Program Planning and Transportation Control Program Technical Assistance**

- Sub-Task 2-1 Emissions Benefit Calculations, Modeling, Data, Conformity, and General Technical Support
- Sub-Task 2-2 Emission Inventory Development
- Sub-Task 2-3 Fuel Related Issues
- Sub-Task 2-4 State Implementation Plan Technical Assistance, General Planning, Control Planning, and Risk Assessment

#### **Primary Task 3 Air Monitoring Technical Assistance**

Sub-Task 3-1 Ambient Field Monitoring and Sample Collection for Alaskan Tasks  
Sub-Task 3-2 Filter Weighing and Lab Analysis, Quality Assurance Activities, and Documentation  
Sub-Task 3-3 Quality Assurance and Monitoring Task Plan Development and Review  
Sub-Task 3-4 Ambient or Meteorological Monitoring Data Report Development and Review  
Sub-Task 3-5 Ambient, Meteorological, or Other Data and Report Findings Review, Evaluation, or Analysis  
Sub-Task 3-6 Monitoring Technology Review and Drafting of Written Recommendations Regarding Equipment

#### **5.04 Primary Task 1: Air Permits and Compliance Program Technical Assistance, Sub-Task 1-1 through 1-9**

Air permit program technical assistance includes Tasks associated with Title V or Title I permit and compliance activities, asbestos, modeling, and program development.

A Term Contractor shall provide technical assistance for one or more of the following Sub-Tasks. Sub-Tasks require written documentation of the Contractor's efforts and findings. The specific scope of work to perform each Sub-Task will be identified in a Task solicitation in accordance with [subsection 0.3.04 Technical Support and Service Tasks/Sub-Tasks/Sub-Tasks](#). If you are not asking to be qualified for a particular Sub-Task, merely state so in response to that subsection.

The Sub-Task services required under Primary Task 1 are as follows:

##### **5.04.01 Sub-Task 1-1: Title V Permit and Renewal Services**

Title V permit and renewals services shall include the following, without limitation:

1. Preliminary permit decision support, which includes reviewing an application for completeness, preparing information request letters to an applicant, conducting a technical review, and preparing some or all preliminary permit decision documents. The preliminary permit decision documents include a draft permit, draft Statement Of Basis (SOB), public notice, cover letters, and the like.
2. Final permit decision support, which includes reviewing public comments and preparing draft responses, preparing the final decision documents such as the proposed permit, SOB for EPA review, checklists, U.S. Environmental Protection Agency (EPA) transmittal letter, and applicant cover letter.
3. Title V Permit Modifications and Amendments - Preparation of a draft permit modification or amendment with a supporting SOB of the permit decision that contains a legal and factual basis for each permit term.
4. Off-Permit Source Change Review - Review the notice and determine if the permittee has correctly evaluated the change. The contractor could also be required to evaluate whether the permittee requires a minor permit, construction permit, or operating permit modification for the change.
5. Change in Ownership or Responsible Official - Review the submittal for completeness and consistency with applicable regulations, and draft a written recommendation to approve or disapprove the request.
6. Preparation of Title V Work Instructions Training Materials, Guidance, or Policy Documents - Prepare instructions or guidance on a given Title V topic. The request could range from relatively simple updates to researching the approach used by other

- state/local environmental agencies.
7. Federal Regulation analysis – review new Federal regulations and prepare draft permit conditions to implement in Title V permits.
  8. Preparation of Permit Application Materials – Prepare operating permit application forms and associated instruction documents.
  9. General Permit Drafting – Prepare general permits and permit renewals. This includes preparing draft permits, SOB documents, certification checklists, coastal Task review documents, public notices, and written responses to public comments and testimony received.
  10. General Permit Authorization – Review the permit application and prepare a letter authorizing or denying a general permit for a specific source type.

The minimum qualifications needed to conduct work under this Sub-Task are:

- 3 years of experience developing Title V permits and applications
- 3 years of experience determining the applicability of State and Federal regulations, e.g. NSPS, NESHAP
- 3 years of experience developing, analyzing, and evaluating stationary source control methods, including experience with emission calculations
- Demonstrated familiarity with EPA's RACT/BACT/LAER Clearinghouse (RBLC)
- Familiarity with emission factor databases, like EPA's AP-42, and an ability to process emission estimates from vendor data and source test reports
- Familiarity with 18 AAC 50 and AS 46.14

#### **5.04.02 Sub-Task 1-2: Compliance Activities**

Compliance activities shall include the following, without limitation:

1. Routine Compliance Reviews – Review stationary source permit and periodic regulatory submittals and prepare a written report of the review findings.
2. Full Compliance Evaluations (FCEs) – Evaluate the stationary source's compliance status with regard to state and federal air quality regulations. Conduct comprehensive reviews of correspondence, notifications, and regulatory submittals from the stationary source that covers a specific time period. The evaluation process may include an onsite inspection with Visible Emissions (VE) observations. Prepare a written FCE report of the evaluation with a photo log when applicable.
3. Compliance Investigations - Perform a compliance investigation and prepare written findings. This Sub-Task may include the preparation of notices of violation, settlement agreements, and briefing papers that are consistent with the Division's enforcement policies, guidance, and procedures.
4. Source Test Oversight – Review and prepare written findings of source test plans, and reports that are consistent with the regulatory requirements. Review Continuous Emissions Monitoring System (CEMS) certifications, quality assurance procedures, and relative accuracy test plans. Observe emissions source tests, relative accuracy audits, and prepare a written observation report documenting adherence with quality assurance and quality control procedures. Take photos and prepare a photo log of observations. Evaluate source test and CEMS audit reports that are consistent with Division procedures and Air Quality Control regulations.

The minimum qualifications needed to conduct work under this Sub-Task are no less than 3 years of work experience performing and possessing the following:

- Developing Title V permits and applications;
- Developing Title I permits and applications, including prevention of significant deterioration (PSD) and Minor permits or applications;
- Developing, analyzing, and evaluating stationary source compliance with air quality permit requirements; or
- Enforcement--investigating non-compliance, evidence gathering and settlement negotiations. Work experience must include no less than 2 years of compliance or enforcement experience. Familiarity with State Air Quality Control permit obligations and emission standards.
- Current day and night VE certification.

#### **5.04.03 Sub-Task 1-3: Permit Technical Services**

Permit technical services shall include the following, without limitation:

1. Quality Management System (QMS) - Develop training material and procedures. These materials and procedures could include work instructions for permitting, compliance and enforcement, and administrative activities consistent with relevant regulations, statutes, and policy.
2. Database Management - Input stationary source compliance and permit data into the Department's AIRTOOLS database. Audit AIRTOOLS records, correct erroneous entries, and enter missing data.
3. Emissions Inventory - Collect stationary source Emissions Unit (EU) information, emissions, release point data, and input this data into AIRTOOLS. Audit AIRTOOLS records, correct erroneous entries, and enter missing data.
4. Regulation Development Assistance - Assist in the development and review of regulations that support permitting, compliance, and enforcement activities.

The minimum qualifications needed to conduct work under this Sub-Task are:

- 1 year of experience in developing training manuals and guidance documents
- 1 year of experience developing Title V permits and applications
- 1 year of experience developing Title I permits and applications, including PSD and Minor permits or applications
- 1 year of experience in developing, analyzing and evaluating stationary source compliance with permit requirements
- 3 years of experience with state and federal air quality permitting regulations

#### **5.04.04 Sub-Task 1-4: Asbestos Compliance Assessments and Naturally-Occurring Asbestos (NOA) Assessment**

Asbestos assessment services shall include the following, without limitation:

1. Asbestos National Emission Standard for Hazardous Air Pollutant Compliance Assessment - Perform on-call asbestos investigations during asbestos renovation activities, or in conjunction with demolition and renovation activities.
2. Naturally-Occurring Asbestos (NOA) Assessment - Perform reviews of, and provide recommendations related to, site specific plans for use of materials containing naturally occurring asbestos and assist in developing and recommending asbestos monitoring and mitigation plans for these construction

and infrastructure tasks.

The minimum qualifications needed to conduct work under this Sub-Task are:

- Experience collecting material samples for regulated asbestos containing material (RACM) testing
- Experience with protocols to collect, transport and, properly handle samples, including chain of custody procedures
- 1 year of demonstrable experience performing asbestos related investigations

For asbestos investigation Tasks, additional training and requirements are:

- EPA Health & Safety training, or equivalent, for field inspection
- Basic Inspector Training Course, or equivalent
- Asbestos NESHAP Inspection and Safety Procedures training, or equivalent
- Asbestos demolition and renovation procedures training or equivalent

#### **5.04.05 Sub-Task 1-5: Title I Permit Services**

Title 1 permit services shall include the following, without limitation:

1. Minor and Construction Permit Drafting and Technical Analysis Report (TAR) Drafting – Review the permit application, evaluate whether an applicant's permit request complies with the State's air quality regulations, and recommend stipulations or conditions for approving or denying the permit application. These specific Tasks require the Contractor to review the permit application, request additional information from the applicant, and draft an air quality permit and TAR, as applicable.
2. Emission Estimate Development and Review – Review and qualify the accuracy, development methodologies, and appropriateness of emission factors for specific EUs or source types.
3. Emission Standard Compliance Demonstration Review – Evaluate whether an applicant's demonstration is appropriate and adequate with the State standards of 18 AAC 50.040 and 50.050-055.
4. Best Available Control Technology (BACT) Review: Technology and Availability – Evaluate the viability and appropriateness of the potential emission control technologies associated with PSD permits and PSD permit modifications.
5. BACT Review: Cost-Benefit Analysis - Evaluate an applicant's BACT cost-benefit analysis for accuracy and conformity to industry norms.
6. Case-by-Case Maximum Available Control Technology (MACT) Review – Evaluate what qualifies as MACT in different circumstances for new Tasks, or major modifications in a non-attainment area.
7. Response to Comments – Review, summarize, and evaluate the arguments made in comments received on a preliminary permit decision, and prepare a recommended response.

The minimum qualifications needed to conduct work under this Sub-Task are:

- 3 years of experience developing Title I permits and applications, including those that revise existing PSD sources or entail PSD modifications
- 3 years of experience developing, analyzing, and evaluating stationary source control methods, including experience with emission calculations



- Familiarity with EPA's RACT/BACT/LAER Clearinghouse (RBLC)
- Familiarity with emission factor databases, like EPA's AP-42, and an ability to process emission estimates from vendor data and source test reports
- Familiarity with 18 AAC 50 and AS 46.14

#### **5.04.06 Sub-Task 1-6: Modeling/Monitoring/BART Support**

Modeling, monitoring, and BART support services shall include the following, without limitation:

1. Meteorological/Ambient Pollutant Monitoring Field Work - Collect meteorological/pollutant data; conduct a site visit of a proposed or operating industry-operated meteorological, pollutant monitoring station for purposes of determining whether the location is adequate for meeting the Task's objectives; conduct audits of industry meteorological, pollutant monitoring programs.
2. Meteorological/Ambient Pollutant Plan/Data Review – Assess the information provided by an industrial source to determine the adequacy of a proposed monitoring location; review industry provided quality assurance Task plans (QAPPs); conduct quality assurance reviews of data; process meteorological, pollutant data.
3. Best Available Retrofit Technology (BART) Review and Appeals: Technology and Availability - Conduct BART technology reviews, provide technical assistance and support for appeals of BART determinations or BART decisions in the Regional Haze SIP.
4. BART Review: Cost-Benefit Analysis - The Contractor must have knowledge of the cost-benefit analysis concepts required for BART permitting applications. The Contractor shall conduct and interpret BART cost-benefit analyses.
5. Dispersion Modeling Review – Review a modeling protocol; review an ambient demonstration submitted by a permit applicant; review proposed model code changes/scripts; conduct modeling assessments or sensitivity analysis; interpret results of an ambient analysis; develop generic modeling protocols and procedures, or provide technical support regarding particular modeling procedures.
6. Photochemical Grid Modeling (PGM) Review/Support – Review a New Source Review (NSR) PGM protocol; review an emissions inventory, WRF simulation, and/or photochemical analysis submitted by a permit applicant; conduct NSR-related PGM assessments or sensitivity analysis; interpret results of a source-specific photochemical analysis; provide technical advice/support regarding the incorporation of EPA's pending NSR photochemical requirements/guidance into the air permit program's permit program.
7. Visibility Impact Assessments - Conduct/review predictive visibility assessments within a local air shed or a Class I area.
8. Air Quality Related Value (AQRV) Review – Review a PSD applicant's AQRV assessment with regard to impacts on visibility, vegetation, and soil. AQRV reviews within Class I areas may also include evaluation of an applicant's Q/d submittal, deposition analysis, or other assessments requested by the Federal Land Manager (FLM).
9. Evaluate Model Changes – Review model changes/proposals issued by EPA or developed for consideration by EPA. Conduct sensitivity tests. Provide findings, including associated graphs, spreadsheets, and modeling files to the Department or on behalf of the Department to EPA. Draft guidance for Department staff regarding the

changes/proposals.

The minimum qualifications needed to conduct work under this Sub-Task are:

- 5 years of experience in meteorological and ambient air monitoring, including experience with the gathering and interpreting of meteorological and pollutant data
- 5 years of experience in NSR air quality dispersion modeling
- 5 years of experience with PGM, such as CMAQ/CAMx
- Knowledge of EPA's AERMOD Modeling System
- Familiarity with the monitoring and modeling requirements of 18 AAC 50.215 and the referenced federal and state documents, the related guidance posted on both the Department's and EPA's web-sites, and the underlying federal provisions for PSD applicants referenced in 18 AAC 50.040

#### **5.04.07 Sub-Task 1-7: Technical Research/Consultation/Study**

Technical research, consultation, and study services shall include the following, without limitation:

1. Conduct technical research, gather data, or prepare a study or technical paper on Air Quality related topics in support of regulation development or compliance related activities.
2. Identify persons qualified to perform as subject matter experts or perform as a subject matter expert on air quality related issues in support of compliance related activities.

The minimum qualifications needed to conduct work under this Sub-Task are:

- 3 years of experience developing Title I permits/applications (including PSD permits/applications)
- 3 years of experience developing Title V permits/applications
- 3 years of experience developing air quality control regulations or conducting compliance related activities

#### **5.04.08 Sub-Task 1-8: Program Development**

Program development services shall include the following, without limitation:

1. Develop policy documents in support of the Air Quality Division.
2. Develop guidance documents in support of the Air Quality Division.
3. Develop permit application documents and draft permit templates.
4. Develop training materials in support of the Air Quality Division.
5. Conduct staff instruction in support of the Air Quality Division.

The minimum qualifications needed to conduct work under this Sub-Task are:

- 3 years of experience developing Title I permits/applications (including PSD permits/applications)
- 3 years of experience developing Title V permits/applications
- 3 years of experience developing policy or guidance documents in support of stationary source permits, compliance, enforcement, or regulation development

#### **5.04.09 Sub-Task 1-9: Modeling and Post-Processor Code Development**

Modeling and post-processor code development services shall include the following, without limitation:

1. Offshore Coastal Dispersion (OCD) Model Enhancements – Develop the coding needed to port the OCD model to a Windows 7 platform; develop the coding/scripts needed for converting OCD modeling results into the applicable forms of the probabilistic air quality standards; draft the instructions that would be needed by a user to run these enhancements; develop the documentation needed for EPA review and approval of these changes.
2. General Modeling Support – Develop coding/scripts that may be needed by the Department for conducting or reviewing other air quality modeling assessments, along with the documentation needed to support these changes.

The minimum qualifications needed to conduct work under this Sub-Task are:

- 5 years of experience in new source review air quality dispersion modeling
- Familiarity with the OCD model
- Ability to review and write FORTRAN code
- Ability to review and write Windows-compatible scripts and graphical user interfaces
- Familiarity with the "Alternative Model" provisions under Section 3.2 of EPA's Guideline on Air Quality Models ([40 CFR 51, Appendix W](#))

#### **5.05 Primary Task 2: Air Non-Point and Mobile Source Program Planning and Transportation Control Program Technical Assistance, Sub-Task 2-1 through 2-4**

Air non-point and mobile source program planning and transportation control program technical assistance includes Tasks associated with emissions activities, fuel rate issues, and State implementation plan technical assistance.

A Term Contractor shall provide technical assistance for one or more of the following Sub-Tasks, in consultation with the Department's Air Non Point Mobile Source Program. Sub-Tasks require written documentation of the Contractor's efforts and findings. The specific scope of work to perform each Sub-Task will be identified in a Task solicitation in accordance with [subsection 3.04 Technical Support and Service Tasks/Sub-Tasks](#). If you are not asking to be qualified for a particular Sub-Task, merely state so in response to that subsection.

The Sub-Task services required under Primary Task 2 are as follows:

##### **5.05.01 Sub-Task 2-1: Emission Benefit Calculations, Modeling and Data, Conformity, and General Technical Support**

Emission benefit calculations, modeling and data, conformity, and general technical services shall include the following, without limitation:

1. Calculating emission benefits from special Tasks or control programs for transportation/mobile sources, home heating, area sources, and point sources. It is difficult to accurately calculate emissions from these various sources. Contractor shall be familiar with all the different methods to perform calculations. In addition, Alaska receives funds and implements special tasks to reduce mobile source emissions. To justify the receipt of these funds, DEC needs to know if a reduction in pollutants has occurred, and if so, how large.

2. Modeling and data support - provide modeling and data support where needed, both transportation related and ambient air related. Modeling and data support includes actually running the models, providing inputs to models, analyzing the results of models and their output data, providing mentoring and, or training to Division staff on the use of a model, commenting on a new model, or developing options for model modifications.
3. Conformity technical support analyses – Any Task occurring in a non-attainment or maintenance area that has federal funding must undergo a process to determine there will be no impact on air quality. This is called conformity. The Contractor must have experience in conformity as they will assist DEC in conformity related issues including the analysis of Task level conformity determinations and changes to federal conformity rules.
4. General transportation technical support - The Contractor shall provide technical assistance with questions and analyses related to transportation and air quality. The Contractor may assist in emission factor development, emission estimations, analysis of control programs, and transportation modeling. The Contractor may assist in evaluating federal and state rules and legislation, developing recommendations on positions related to policy and technical issues. The Contractor shall be familiar with state and federal fuel rules, and the unique conditions regarding transportation and air quality programs in Alaska.

The minimum qualifications needed to conduct work under this Sub-Task are:

- 3 years of experience using SAS or other comparable statistical program
- 2 years of experience in evaluating use of alternative fuels as control strategies for air pollution
- 2 years of experience in preparing mobile, non-road, and area source emission inventories
- 2 years of experience in analyzing and evaluating air pollution control strategies for mobile sources
- 2 years of experience in presenting technical information to non-technical groups such as policy makers, metropolitan planning organizations, and citizen groups/general public
- 3 years of experience running emission, dispersion, photochemical grid, and/or statistical models (specific experience using SMOKE and CMAQ model should be emphasized)
- 2 years of experience in using MOVES, and familiar with MOVES model deficiencies with respect to cold climates

#### **5.05.02 Sub-Task 2-2: Emission Inventory Development**

Emission inventory development services includes developing activity and emission estimates for air pollution sources. Air Non-Point and Mobile Sources (ANPMS) will be undertaking Tasks necessary to perform emission inventories, typically on source types previously not inventoried. These include all source categories, including marine and other non-road mobile sources. The Contractor must have experience in performing community level emission inventories where all sources are evaluated. The Contractor shall develop activity factors and have knowledge of emission factors which apply to different sources and circumstances.

The minimum qualifications needed to conduct work under this Sub-Task are:

- 3 years of experience in preparing mobile, non-road, and area source emission inventories
- 2 years of experience in preparing stationary source emission inventories
- 3 years of experience using SAS or other comparable statistical program
- 2 years of experience in presenting technical information to non-technical groups such as policy makers, metropolitan planning organizations, and citizen groups/general public

#### **5.05.03 Sub-Task 2-3: Fuel Related Issues**

Fuel related issues services shall include the following, without limitation:

1. Alaska has had a number of exceptions or flexibilities for federal fuel rules with regard to diesel sulfur content and requirements and performance standards. The Contractor shall be familiar with federal fuel rules and the unique conditions of Alaska that have allowed the federal flexibility in the past. The Contractor shall assist DEC in responding to new federal fuel rules, as we continue to look for ways to best implement federal fuel rules in Alaska.
2. The Contractor shall assist with technical questions and analyses related to alternative fuels and state mobile source fuel regulations. The Contractor shall be familiar with state and federal fuel rules and the unique conditions regarding fuel programs in Alaska

The minimum qualifications needed to conduct work under this Sub-Task are:

- 2 years of experience in evaluating use of alternative fuels as control strategies for air pollution
- 3 years of experience using SAS or other comparable statistical program
- 2 years of experience in presenting technical information to non-technical groups such as policy makers, metropolitan planning organizations, and citizen groups and general public

#### **5.05.04 Sub-Task 2-4: State Implementation Plan Technical Assistance, General Planning, Control Planning, and Risk Assessment**

State implementation plan technical assistance, general planning, control planning, and risk assessment services shall include the following, without limitation:

1. Technical assistance needed for State Implementation Plan (SIP) Development including analysis of monitoring data, development of non-attainment designation recommendations, emission factor development, emission estimations, control strategy analysis, cost/benefit analysis, and modeling. The SIP is the State's guiding document for air quality control. The Contractor shall be familiar with all that goes into a successful SIP, and provide assistance as needed as the SIP changes to accommodate new rules or priorities. Pollutants and topics of concern for the SIP are varied and include (but are not limited to) carbon monoxide, particulate matter (PM10 and PM2.5), regional haze, conformity, and smoke management.
2. Regional and Global Air Pollution Planning Support -ANPMS is tasked with tracking , analyzing, developing control strategies, and planning for long range air pollution impacts occurring regionally or globally that impact Alaska. Topics include global warming, greenhouse gas emissions, carbon sequestration, long range pollutant transport, regional scale pollution control strategies, and regional haze. The Contractor

- shall assist DEC in researching, analyzing, and making recommendations related to these issues.
3. General Planning Support - The Contractor shall provide technical assistance, training or mentoring, on a variety of air quality topics including federal and state rules and legislation. Upon request, the Contractor shall assist in developing recommendations on positions related to policy and technical issues. The Contractor shall be familiar with state and federal air quality rules and the unique conditions that impact air quality programs in Alaska.
  4. Providing assistance in non-attainment designations and development of attainment plan control programs.
  5. Though uncommon, occasionally knowledge of risk assessment is needed to help interpret EPA data on air toxics. ANPMS tracks air toxic issues and occasionally is called upon to help determine potential toxicity of some pollutant exposure.

The minimum qualifications needed to conduct work under this Sub-Task are:

- 3 years of experience in preparing mobile, non-road, and area source emission inventories
- 3 years of experience in analyzing and evaluating air pollution control strategies for mobile, non-road, and area sources
- 2 years of experience in preparing stationary source emission inventories
- 3 years of experience using SAS or other comparable statistical program
- 2 years of experience in presenting technical information to non-technical groups such as policy makers, metropolitan planning organizations, and citizen groups/general public
- 2 years of experience in using MOVES, and familiar with MOVES model deficiencies with respect to cold climates

### **5.06 Primary Task 3: Air Monitoring Technical Assistance, Sub-Task 3-1 through 3-6**

Air monitoring technical assistance includes ambient field and laboratory activities, quality assurance activities, ambient and meteorological data and report findings activities, and monitoring technology activities.

A Term Contractor shall provide technical assistance for one or more of the following Sub-Tasks, in consultation with the Department's Air Monitoring & Quality Assurance Program. Sub-Tasks require written documentation of the Contractor's efforts and findings. The specific scope of work to perform each Sub-Task will be identified in a Task solicitation in accordance with [subsection 3.04 Technical Support and Service Tasks/Sub-Tasks](#). If you are not asking to be qualified for a particular Sub-Task, merely state so in response to that subsection.

The Sub-Task services required under Primary Task 3 are as follows:

#### **5.06.01 Sub-Task 3-1: Ambient Field Monitoring and Sample Collection for Alaskan Tasks**

Ambient field monitoring and sample collection for Alaskan Tasks shall include the following, without limitation: site selection, operation of field monitoring equipment, shipment of samples (e.g. Filters) and equipment, following quality assurance requirements and

standard operating procedures, documentation of sampling and reporting the data in spreadsheet format and in written reports.

The minimum qualifications needed to conduct work under this Sub-Task are:

- 5 years of experience in ambient field monitoring & sample collection
- 5 years of experience in filter weighing and lab analysis
- 5 years of experience in developing and/or reviewing quality assurance and monitoring Task plans
- 5 years of experience in developing and/or reviewing data reports
- 5 years of experience in data review, evaluation, analysis (ambient monitoring, meteorological, etc.)
- 5 years of experience in review, selection and procurement of ambient monitoring equipment
- 5 years of experience in evaluating equipment/technology for monitoring

#### **5.06.02 Sub-Task 3-2: Filter Weighing and Lab Analysis, Quality Assurance Activities, and Documentation**

Filter weighing and lab analysis, quality assurance activities, and documentation services shall include the following, without limitation: filter conditioning, gravimetric pre- and post-sampling analysis, providing and maintaining chain of custody documentation, developing and maintaining laboratory standard operating procedures and quality assurance plans in accordance to state and federal regulations, maintaining logs of laboratory environmental specifications, and data reduction and reporting.

The minimum qualifications needed to conduct work under this Sub-Task are:

- 5 years of experience in ambient field monitoring & sample collection
- 5 years of experience in filter weighing and lab analysis
- 5 years of experience in developing and/or reviewing quality assurance and monitoring Task plans
- 5 years of experience in developing and/or reviewing data reports
- 5 years of experience in data review, evaluation, analysis (ambient monitoring, meteorological, etc.)
- 5 years of experience in review, selection and procurement of ambient monitoring equipment
- 5 years of experience in evaluating equipment/technology for monitoring

#### **5.06.03 Sub-Task 3-3: Quality Assurance and Monitoring Task Plan Development and Review**

Quality assurance and monitoring Task plan development and review services shall include the following, without limitation: review of Pollutant Monitoring Task Plans and Quality Assurance Task Plans. When reviewing plans, provide a written report of findings as required.

The minimum qualifications needed to conduct work under this Sub-Task are:

- 5 years of experience in ambient field monitoring & sample collection
- 5 years of experience in filter weighing and lab analysis

- 5 years of experience in developing and/or reviewing quality assurance and monitoring Task plans
- 5 years of experience in developing and/or reviewing data reports
- 5 years of experience in data review, evaluation, analysis (ambient monitoring, meteorological, etc.)
- 5 years of experience in review; selection and procurement of ambient monitoring equipment
- 5 years of experience in evaluating equipment/technology for monitoring

#### **5.06.04 Sub-Task 3-4: Ambient, Meteorological Monitoring Data Report Development and Review**

Ambient and/or meteorological monitoring data report development and review services shall include the following, without limitation: review of Meteorological Monitoring Task Plans and Quality Assurance Task Plans. When reviewing reports, provide a written report of findings as required.

The minimum qualifications needed to conduct work under this Sub-Task are:

- 5 years of experience in ambient field monitoring and sample collection
- 5 years of experience in filter weighing and lab analysis
- 5 years of experience in developing and/or reviewing quality assurance and monitoring Task plans
- 5 years of experience in developing and/or reviewing data reports
- 5 years of experience in data review, evaluation, analysis (ambient monitoring, meteorological, etc.)
- 5 years of experience in review, selection and procurement of ambient monitoring equipment
- 5 years of experience in evaluating equipment/technology for monitoring

#### **5.06.05 Sub-Task 3-5: Ambient, Meteorological, Other Data and Report Findings Review, Evaluation, and Analysis**

Ambient, meteorological, and/or other data and reporting findings review, evaluation, and analysis services shall include the following, without limitation: development of Task reports of meteorological and ambient pollutant data, data analysis, reduction, summary, and interpretation.

The minimum qualifications needed to conduct work under this Sub-Task are:

- 5 years of experience in ambient field monitoring & sample collection
- 5 years of experience in filter weighing and lab analysis
- 5 years of experience in developing and/or reviewing quality assurance and monitoring Task plans
- 5 years of experience in developing and/or reviewing data reports
- 5 years of experience in data review, evaluation, analysis (ambient monitoring, meteorological, etc.)
- 5 years of experience in review, selection and procurement of ambient monitoring equipment
- 5 years of experience in evaluating equipment/technology for monitoring



#### **5.06.06 Sub-Task 3-6: Monitoring Technology Review and Drafting of Written Recommendations Regarding Equipment**

Monitoring technology review and drafting of written recommendations regarding equipment services shall include the review of standard acceptable and new emerging technologies for applicability for the requested Task, and provide written recommendations of technologies for use in harsh climates or other unique circumstances found in Alaska.

The minimum qualifications needed to conduct work under this Sub-Task are:

- 5 years of experience in ambient field monitoring & sample collection
- 5 years of experience in filter weighing and lab analysis
- 5 years of experience in developing and/or reviewing quality assurance and monitoring Task plans
- 5 years of experience in developing and/or reviewing data reports
- 5 years of experience in data review, evaluation, analysis (ambient monitoring, meteorological, etc.)
- 5 years of experience in review, selection and procurement of ambient monitoring equipment
- 5 years of experience in evaluating equipment/technology for monitoring

#### **5.07 Deliverables**

The Term Contractor shall provide the following deliverables, either in part or whole, based on the specific requirements of each awarded Task Contract.

All documents, spreadsheets, and databases must be provided electronically in MS Office 2013 formats, unless otherwise agreed upon by the Contract Manager. All photographs must be provided electronically in jpeg formats, unless otherwise agreed upon by the Contract Manager. All electronic document must be provided without password protection. A limited number of hard copies may also be requested. All Work Product must use a font and font-size that is legible and easy-to-read. All reports must be well organized and provide a clear, logical, and adequate presentation of the pertinent facts and findings without excessive verbiage. In some cases, the Department may require the use of an existing template or outline.

On rare occasions, the Contractor may need to prepare a MS PowerPoint presentation of their findings, or present their findings in person at a public meeting.

##### **5.07.01 Task 1: Air Permit Program Technical Assistance**

The Term Contract shall perform and provide the following deliverables to include, without limitation:

1. Status reports, evaluation results, completeness reviews, proposed operating permits, statements of basis and TARs, public notice documents, and response to comments regarding specific permit/Task applications. Ensure all permit related actions are fully documented and explained.
2. Review of documentation and operating emission sources for assigned permitted stationary sources and provide DEC with a compliance determination. If issues of non-compliance are noted, the contractor shall provide a detailed analysis of the issues and

- an explanation of why documentation and/or operating status is out of compliance with the stationary sources' permits and state and federal regulations.
3. Field notes, photographs, routine compliance evaluations, written full compliance evaluations.
  4. Review of complaint information, excess emission reports and permit deviation notifications relating to stationary sources and prepare written findings of the review consistent with the Department's Enforcement Manual.
  5. Calculate a range of penalties for violations consistent with EPA's Clean Air Act Penalty policy, BEN and ABEL models.
  6. Prepare draft notices of violation, draft settlement agreements and draft briefing papers.
  7. Evaluate settlement agreement reports and notifications to verify if the reports and notifications are consistent with the agreement. The Contractor shall provide a written summary of the verification.
  8. Perform input of data relating to stationary source compliance and permitting.
  9. Audit data records, ensuring the integrity of the information.
  10. Perform a review of emission source performance test plans and final results.
  11. Prepare written analysis of the performance test plans, analyzing compliance with standard testing protocols.
  12. Prepare written analysis of the final test results, analyzing the emission source's compliance with regulatory standards and permit terms and conditions.
  13. Perform a review of emission monitoring systems for each applicable stationary source.
  14. Prepare a written report of review findings.
  15. Attend and photograph emission tests and audits.
  16. Prepare an observation report and photograph log.
  17. Perform an investigation during actual asbestos renovation abatement, or for demolition prior to or during demolition; document source activities during potentially asbestos-impacting activities; provide investigation report to DEC; communicate and respond to DEC both during the investigation and reporting phases of work; if requested by DEC, provide testimony in hearings and legal proceedings when violations are discovered.
  18. Provide status reports, evaluation results, completeness reviews, proposed minor and construction permits and TARs, public notice documents, and response to comments regarding specific permit/Task applications. Ensure all permit related actions are fully documented and explained.
  19. Perform a review of emission calculations for each permit application and provide DEC an analysis of calculation accuracy. If emission calculations are incorrect, provide corrected calculations and an explanation of why the applicant calculations were incorrect.
  20. Assist dispersion modeling efforts, providing comments and occasionally run models.
  21. Provide a written report stating whether or not an applicant's dispersion modeling analysis adequately meets ambient air demonstration requirements under the Department's regulations. Provide an electronic copy of the input/output/data files for all modeling runs that they conducted.
  22. Provide assessment of BACT options, assess the cost-benefit of each BACT option, and make a written recommendation on the best BACT option.

23. Provide assessment of MACT options when necessary, make a written recommendation on the best MACT option.
24. If necessary, collect meteorological/pollutant data that will assist in modeling and monitoring efforts. Conduct audits of industry/state monitoring Tasks. These activities can last over a year.
25. Review/provide visibility impact assessments for certain applicants.
26. Review and provide a summary of applicant facility impacts to AQRVs.
27. Conduct technical review or assessment regarding Stationary Source or equipment emission characteristics, available control measures, assessment of emission performance; provide a report of the findings.
28. Coordinate development of air quality control guidance or policy with affected regulated community, members of the public, agency staff and management. Draft policy papers and written guidance. Train DEC staff and members of the public regarding issued policy and guidance.
29. Provide the raw and compiled coding needed to run the model enhancements developed under [Sub-Task 1-9](#).

#### **5.07.02 Task 2: Air Non-Point and Mobile Source Program Planning and Transportation Control Program Technical Assistance Deliverables**

The Contractor shall perform and provide the following deliverables to include, without limitation:

1. Analyses, reports, and recommendations for compliance with conformity rules.
2. Analyses and reports demonstrating benefits from special Tasks.
3. Field studies, surveys, analyses, modeling, training, and reports to develop emission factors and estimates for transportation sources.
4. Analyses, reports, presentations, and recommendations related to transportation issues including state and federal rules and legislation.
5. Emission inventory reports for Alaskan communities, including mobile (on-road and non-road), area, and other sources.
6. Reports and analyses related to federal fuel rules.
7. Review, recommendations, and drafting of technical analyses for SIP revisions.
8. Risk Assessment reviews that include recommendations for modifications to the document being reviewed, explanations of why modifications should be made, and shall provide an overall recommendation of acceptance or non-acceptance. Ensure that risk assessments are developed in accordance with EPA or other generally accepted guidelines.
9. Implement analyses and develop reports related to long range transport, regional and global air pollution, regional haze, and control strategies.
10. Develop, analyze, interpret, and integrate technical information including emission inventories, monitoring, and modeling for SIP development and provide reports or memos related to that work.
11. Model regional pollution impacts or evaluate/interpret modeling results.
12. Perform cost/benefit analyses and otherwise evaluate control strategies and provide related reports.
13. Prepare presentations and present results of studies, analyses, and recommendations to DEC, EPA, and local air quality staff. Assist in presenting materials to senior management, elected officials, and the public.

14. Field studies, surveys, analyses, and reports to develop emission factors and estimates for use in air quality planning.
15. Analyses, reports, presentations, and recommendations related to air quality issues including state and federal rules and legislation.

### **5.07.03 Task 3: Air Monitoring Technical Assistance**

The Contractor shall perform and provide the following deliverables to include, without limitation:

1. Conduct ambient field monitoring and sample collection for Tasks throughout Alaska. This includes operation of field monitoring equipment, shipment of samples (e.g. filters) and equipment, documentation and reporting data.
2. Perform filter weighing and lab analysis, including quality assurance activities, and provide complete, detailed documentation.
3. Develop and/or review quality assurance and monitoring Task plans. When reviewing plans, provide a written report of findings as required.
4. Develop and/or review data reports related to ambient or meteorological monitoring. When reviewing reports, provide a written report of findings as required.
5. Review, evaluate, or analyze ambient, meteorological, or other data and report findings as required.
6. Evaluate monitoring technologies and provide written recommendations regarding equipment that may be used or procured for specific Tasks or purposes.

## SECTION 6 PROPOSAL FORMAT AND CONTENT

### 6.01 Overview

These instructions describe the format to be used when submitting a proposal. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of the submitted Proposals. In order for the DEC to evaluate proposals fairly and completely, Offerors must follow the format set out in this RFP and provide all information requested.

### 6.02 Evaluation Codes

Throughout this entire RFP designated requirements have an evaluation code assigned as defined below. Please ensure the proposal response instructions are followed and the Offeror responds to each requirement that is designated with an evaluation code as follows:

**(ME) Mandatory and Evaluated Specification** – Failure to comply with any RFP requirement with an ME notation shall render Proposal non-responsive and no further evaluation shall occur. If deemed responsive, each response to an RFP requirement with an ME evaluation code shall receive an evaluation score. Points will be awarded based on pre-determined criteria. The State reserves the right to seek clarification on any response to an RFP requirement with an ME notation. Offeror is required to respond to each RFP requirement with an ME notation with information explaining how the requirements shall be met.

### 6.03 Proposal Format

Proposals shall follow the numerical order of this RFP starting at the beginning and continuing through the end of the RFP. Proposal sections and subsections shall be identified with the corresponding numbers and headings used in this RFP. All proposal pages shall be typed, single spaced, and sequentially numbered.

### 6.04 Cover Letter

The proposal must include a cover letter on official letterhead of the Offeror; with the Offeror's name, mailing address, telephone number, facsimile number, e-mail address, and name of Offeror's authorized signer. The cover letter must identify the RFP title and number, and must be signed, in ink, by an individual authorized to commit the Offeror to the work proposed. In addition, the cover letter must include:

1. Identification of the Offeror's corporate or other legal entity status. Offerors must include their tax identification number. The Offeror must be a legal entity with the legal right to contract.
2. A statement indicating the Offeror's acceptance of and willingness to comply with the requirements of the RFP and attachments, including but not limited to the State of Alaska Standard Contract Terms and Conditions, Appendix A and B, and all terms and conditions included herein.
3. [Appendix F](#), A statement that Offeror is not currently suspended, debarred, or otherwise excluded from federal or state procurement and non-procurement programs. Contractor information is available on the Internet at: <https://www.sam.gov/portal/public/SAM/>
4. A statement affirming the Proposal will be firm and binding for 90 calendar days from the Deadline for Receipt of Proposal due date.
5. A statement affirming the following:  
(If awarded a contract), Contractor consents to service of process upon it by registered or certified mail, return receipt requested, at its last known address. Contractor must notify the

State in writing of any change of address to which service of process can be made. Service shall be completed upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor shall have 30 calendar days after completion of service in which to respond.

6. A statement acknowledging all amendments to the RFP.
7. A statement that the Offeror certifies that all services provided under the contractor resulting from this RFP 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 identified in [subsection 1.01 RFP Administration](#) 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 necessary. Failure to comply with these requirements may cause the State to reject the proposal as non-responsive, or cancel the contract.

#### **6.04.01 Acknowledgement**

By submitting a proposal the Offeror certifies that:

- The Offeror certifies that its Proposal meets the minimum requirements set forth in this RFP
- The Offeror attests to the accuracy and truthfulness of all information contained in its Proposal
- The Offeror certifies that the Offeror has not made and shall not make to any subcontracted provider any requests or inducements not to contract with another potential Offeror in relation to this solicitation, and that no attempt has been made or shall be made by the Offeror to induce any other person or firm to submit or not to submit a Proposal.
- The Offeror certifies that the Offeror (or any of its agents) does not have a possible conflict of interest with any state employee involved in the solicitation and any ensuing contract or any other conflict of interest
- The Offeror certifies that the Offeror shall not assign or subcontract the performance of the contract, or any portion thereof, to any other Offeror without prior and express written approval of the Administrator of the Division of Purchasing.
- The Offeror certifies that the Offeror will maintain all books, documents, payroll, papers, accounting records and other evidence pertaining to costs incurred and services rendered under the contract and make them available at reasonable times during the period of the contract, and for three years thereafter, for inspection by an authorized representative of the Department, State or federal government.
- The Offeror certifies that the Offeror will comply with all provisions of the Freedom of Information and Privacy Act and the Alaska Public Records Law
- The Offeror certifies that the Offeror will not discriminate in its employment practices with regard to race, color, age (except as provided by law), religion, sex, veteran status, sexual preference, national origin, or disability.
- The Offeror certifies that the Offeror shall uphold the standard of a drug-free workplace in regard to its employees

### **6.05 Executive Summary**

Offerors are encouraged to begin their proposal with an executive summary. The executive summary shall briefly identify each primary Task and Sub-Task for which they are requesting to qualify for within their proposal. Also describe your company, history, and experience providing similar services. Be sure to highlight work done either in Alaska or in geographical areas that are similar to Alaska.

### **6.06 Cost Proposal**

The Offeror shall submit [Appendix D Cost Proposal](#) as its cost proposal and it shall include all costs as a Fully Burdened Rate in accordance with [subsection 3.12.01 Contract Pricing](#).

## SECTION 7 EVALUATION CRITERIA AND SELECTION

### 7.01 Evaluation of Proposals

All proposals will be reviewed to determine if they are responsive. The Procurement Officer, or a Procurement Evaluation Committee (PEC) made up of at least 3 state employees or public officials, will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth herein.

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.

#### Evaluation Categories and Weights

The table below indicates the total number of points assigned to each area of the RFP proposal evaluation.

Evaluation Categories:

Technical Proposal	55 Points
MBE/WBE Preference	5 Points
Cost Proposal	40 Points
<b>Total Points Possible</b>	<b>100 Points</b>

The technical proposal will be evaluated based upon experience, qualifications, and capabilities to perform the Tasks as applicable to the Offeror's proposal.

RFP Section	Technical Proposal Evaluation Criteria	Points
5.02	Experience and Qualifications	55

### Technical Proposal Scores

Technical proposals will be scored using the evaluation criteria and point factors noted above. The scores for each proposal will be based upon the assigned scores identified through the evaluation process. Technical proposal scores will not be normalized.

### Cost Proposal Normalization

The scores for the cost proposal portion of the evaluation will be normalized as follows: The offeror's cost proposal with the lowest Total Hourly Rate will receive 40 points. All other responsive cost proposals will be assigned a portion of the maximum score using the following formula:

The lowest Total Hourly Rate shall be multiplied by 40 then divided into the next lowest Total Hourly Rate to determine the points awarded. (Example for illustrative purposes only: [Offeror 1: Total Cost Proposal of \$6,000.00] [Offeror 2: Total Cost Proposal of \$6,800.00] [Offeror 1 receives 40 points] [Offeror 2:  $\$6,000.00 \times 40 / \$6,800.00$  points = 35 points]).

#### 7.01.01 Contract Award and Offeror Selection

After the completion of proposal evaluations and contract negotiation, if any, the Procurement Officer will issue a written NOIA to all Offerors and allow for protest rights in accordance with [subsection 2.15 Protest](#). The DEC intends to award Term Contracts to the



top scoring Offerors with the best overall combined scores based on the technical and cost proposal evaluation and as deemed qualified for each and every Task and Sub-Task herein. The NOIA will be sent to all Offerors and identify the proposals selected for award. Once the protest period is over, DEC will award the Term Contract resulting from this RFP.

## **SECTION 8 APPENDICES AND ATTACHMENTS**

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## **APPENDIX A STATE OF ALASKA STANDARD CONTRACT TERMS AND CONDITIONS**

### **Article 1 Definitions**

1.1 In this RFP and appendices, "Contract Manager" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.

1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

### **Article 2 Inspections and Reports**

2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the Contractor's facilities and activities under this contract.

2.2 The Contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

### **Article 3 Disputes**

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 – 632.

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

4.1 The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.

4.2 The Contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.

4.3 The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the Contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.

4.4 The Contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "Contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.

4.5 The Contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.

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

4.7 Failure to perform under this article constitutes a material breach of contract.

#### Article 5 Termination

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

#### Article 6 No Assignment or Delegation

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

#### Article 7 No Additional Work or Material

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

#### Article 8 Independent Contractor

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

#### Article 9 Payment of Taxes

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

#### Article 10 Ownership of Documents

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the Contractor. The Contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the Contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the Contractor agrees that this paragraph supersedes any such statement and renders it void. The Contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Contract Manager. Unless otherwise directed by the Contract Manager, the Contractor may retain copies of all the materials.

#### Article 11 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.

#### Article 12 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 seeks 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) limit liability of the Contractor for acts of Contractor negligence, are expressly superseded by this contract and are void.

#### Article 13 Officials Not to Benefit

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

#### Article 14 Covenant Against Contingent Fees

The Contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the Contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

#### Article 15 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.

#### Article 16 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 Task 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.

## APPENDIX B 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, and subcontractor employees if any, 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 marine liability 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.

**2.4 Professional Liability Insurance:** covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Claim / Annual Aggregate
\$100,000-\$499,999	\$500,000 per Claim / Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim / Annual Aggregate
\$1,000,000 or over	Refer to Risk Management



## APPENDIX C DEFINITIONS

**Contract Manager:** The person(s) designated by the Alaska Department of Environmental Conservation to monitor the operations and performance of the Contractor for contract compliance, and to coordinate actions and communications between the DEC and the Contractor.

**Contractor:** A legal entity that submits a Proposal in response to the RFP and is consequently awarded the resulting contract.

**Department or DEC:** Alaska Department of Environmental Conservation.

**Division:** The Division of Air Quality within the Department of Environmental Conservation.

**Fully Burdened Rate:** A single rate that includes all of the Contractor's costs to provide goods and services called for in the RFP, to include all overhead and fixed costs.

**Offeror:** Firm, Contractor, or entity responding to this Request for Proposal.

**Operating Standards:** the standards described in this RFP include without limitation: (1) applicable federal, state, and local laws and regulations, (2) applicable case law, consent decrees, and court orders, (3) applicable DEC policy and procedures as required within this RFP or made applicable to the contract at a later date in writing by the DEC, and (4) applicable professional license requirements.

**Service Commencement Date:** The date the contract begins.

**State:** The State of Alaska or the Alaska Department of Environmental Conservation as a State Contracting Agency.

**Task:** A situation or event that requires services described herein to be performed for or on behalf of DEC, Air Quality Division.

**Task Contract:** Secondary contract issued under a Term Contract that contains performance requirements and billable funds, awarded using a Notice to Proceed.

**Work Product:** Work Product shall mean all written reports, data, documents, books, pictures, videos, movies, computer programs, computer source code and documentation, computer software, and anything else which the Contractor produces or develops in connection with rendering any performance under the contract, but shall expressly exclude Pre-Existing Intellectual Property and any licensed property belonging to a third party.

This section provides an alphabetical listing of the acronyms used in this RFP for the reader's convenience.

Acronyms	Definition
ANPMS	Air Non-Point & Mobile Source Program
AQRV	Air Quality Related Value
ASM	Acceleration Simulation Mode
BACT	Best Available Control Technology
BART	Best Available Retrofit Technology
CFR	Code of Federal Regulations
CMAQ	Congestion Mitigation and Air Quality
CO	Carbon Monoxide
EPA	Environmental Protection Agency
FTP	Federal Test Procedure
HIPAA	Health Insurance Portability and Accountability Act
I/M	Vehicle Emission Inspection and Maintenance Program
MACT	Maximum Achievable Control Technology
NAAQS	National Ambient Air Quality Standards
OBD	On Board Diagnostic Testing
PM10	Particulate Matter less than 10 Microns
SIP	State Implementation Plan

## APPENDIX D COST PROPOSAL

The following Key Positions are provided below in accordance with subsection 5.02 Experience and Qualifications. The Cost Proposal will be evaluated based on a proposed hourly rate as provided by the Offeror for the positions noted in the table below. These rates are for cost evaluation purposes only, and may or may not reflect the actual hourly billable rates that will be part of the cost evaluation processes for Task solicitations and contracts at any point in the future.

### Offeror Name

--

### Cost Proposed as a Single Fully Burdened Rate per Position as noted below:

Key Position	Hourly Billable Rate
Project Manager	
Environmental Scientist	
Total Hourly Rate *	

\* The total hourly rate is calculated by adding together the hourly rate from both positions.

Authorized Representative (Print)	
Signature	
Date	

## APPENDIX E STANDARD AGREEMENT FORM

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES			
The contract between the parties are comprised of this Standard Agreement Form (SAF) and its referenced Articles and Appendices			
1. Contract Number	2. Solicitation Number	3. Vendor Number (PVN)	4. AK Business License Number
This contract/agreement is by and between the State of Alaska,			
5. Department of Environmental Conservation		Division of hereafter the "State", and	
6. Contractor		hereafter the "Contractor"	
Mailing Address	City	State	Zip Telephone Email
7. Contract Documents			
<b>ARTICLE 1</b> DEC [Solicitation Type, Title, and #] and its Appendices and Amendments <b>ARTICLE 2</b> Contractor's Proposal dated [Date] <b>ARTICLE 3</b> Compensation <b>ARTICLE 4</b> Period of Performance: The contract's Service Commencement Date is and the initial term ends on <b>ARTICLE 5</b> Consideration 5.1 In full consideration of the Contractor's performance of the services within this contract, the State shall pay the Contractor a sum not to exceed 5.2 When billing the State, the Contractor shall include the Contract Number and send the billing to the address and attention in Block			
8. Department of Environmental Conservation		Division of	
Mailing Address		Attention:	
9. <b>CONTRACTOR</b>		13. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the variety, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815 - 820. Other disciplinary action may be taken up to and including dismissal.	
Name of Company			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title	Employer ID No. (EIN) or SSN		
10. <b>CONTRACTING AGENCY</b>		14. Signature of Head of Contracting Agency or Designee: Date	
Division	Date		
Signature of Project Director / Contract Manager		Typed or Printed Name of Authorizing Official	
Typed or Printed Name of Project Director / Contract Manager		Tom Cherian	
		Title	
Title		Director, Division of Administrative Services	
<b>NOTICE: This contract has no effect until signed as fully executed by the head of the contracting agency or designee.</b>			

## **APPENDIX F FEDERAL DEBARMENT CERTIFICATION FORM**

### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

#### **(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

(1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

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Name and Title of Authorized Representative

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Signature      Date

## **Federal Debarment Certification Form Instructions**

### **Instructions for Certification**

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

## ATTACHMENT 1 REQUIRED QUALIFICATION SUBMITTAL

Attachment 1 is a spreadsheet that is required to be submitted by each Offeror. The information provided herein is made part of this solicitation and shall not be changed in any manner. Should an Offeror modify the spreadsheet in a manner that is not authorized herein, their proposal may be deemed non responsive.

Offerors shall complete each field for each and every Task and Sub-Task for which it is applying for qualification and issuance of a Term Contract. The spreadsheet shall be completed in Excel, and submitted electronically on a CD, USB, or other electronic device, and shall not be protected in any manner as well as a hard copy as part of the technical proposal. For each and every Task and Sub-Task, please indicate if you are requesting to be qualified or not. If you are requesting to be qualified for that Task or Sub-Task, complete all fields thoroughly. For all Task and Sub-Tasks that an Offeror is deemed qualified for, they shall be awarded that Task or Sub-Task as part of their Term Contract and the information provided on Attachment 1 shall be valid and binding for the duration of the contract as provided for herein. For all Tasks and Sub-Tasks for which no qualification is requested, or if qualification is not evidenced in an Offeror's proposal, the Offeror shall not be awarded such in their Term Contract.

TASK/SUB-TASK	PROPOSAL SUBMITTED	POSITION(S) EXPECTED TO CONDUCT WORK	COMMENTS/NOTES
<b>TASK 1</b> <b>AIR PERMITS AND COMPLIANCE PROGRAM TECHNICAL ASSISTANCE</b>	Select Yes or No Using Drop Down Menu	Select One or More Position Titles Using Drop Down Menu	Enter Comment/Notes
Title V permit Work: SUB-TASK 1-1			
Compliance Activities: SUB-TASK 1-2			
Technical Assistance: SUB-TASK 1-3			
Asbestos Compliance Assessments and Naturally-Occurring Asbestos (NOA) Assessment: SUB-TASK 1-4			
Title I Permit Work: SUB-TASK 1-5			
Modeling/Monitoring/BART Support: SUB-TASK 1-6			
Technical Research/Consultation/Study: SUB-TASK 1-7			
Program Development: SUB-TASK 1-8			
Model/Post-Processor Code Development: SUB-TASK 1-9			
<b>TASK 2</b> <b>AIR NON-POINT &amp; MOBILE SOURCE PROGRAM PLANNING AND TRANSPORTATION CONTROL PROGRAM TECHNICAL ASSISTANCE</b>	Select Yes or No Using Drop Down Menu	Select One or More Position Titles Using Drop Down Menu	Enter Comment/Notes
Emissions Benefit Calculations, Modeling, Data, Conformity, and General Technical Support: SUB-TASK 2-1			
Emissions Inventory Development: SUB-TASK 2-2			
Fuel Related Issues: SUB-TASK 2-3			
State Implementation Plan Technical Assistance, General Planning, Control Planning, and Risk Assessment: SUB-TASK 2-4			
<b>TASK 3</b> <b>AIR MONITORING TECHNICAL ASSISTANCE</b>	Select Yes or No Using Drop Down Menu	Select One or More Position Titles Using Drop Down Menu	Enter Comment/Notes
Ambient Field Monitoring and Sample Collection for Alaskan Tasks: SUB-TASK 3-1			
Filter Weighing and Lab Analysis, Quality Assurance Activities, and Documentation: SUB-TASK 3-2			
Quality Assurance and Monitoring Task Plan Development and Review: SUB-TASK 3-3			
Ambient or Meteorological Monitoring Data Report Development and Review: SUB-TASK 3-4			
Ambient or Meteorological, or Other Data and Report Findings Review, Evaluation, or Analysis: SUB-TASK 3-5			
Monitoring Technology Review and Draft of Written Recommendations Regarding Equipment: SUB-TASK 3-6			