



## **STATE OF ALASKA**

Department of Natural Resources

### **Request for Proposal**

RFP 10 180000060 - 1

#### **TITLE:**

Professional Forester Services for the Division of Forestry

#### **PURPOSE:**

The Department of Natural Resources, Division of Forestry, is seeking competitive proposals for qualified contractors to provide professional forester services in support of the full range of our operational needs as specified within this RFP.

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

ADA: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a bid should contact the DNR Procurement Section via email to [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov), fax to 907-269-8909, telephone at 907-269-8666 or 269-8687, or TDD at 907-269-8411 not later than 10 calendar days prior to the bid closing date to make necessary arrangements.

**Date of Issue: March 29, 2018**

**Deadline for Receipt of Proposals: April 25, 2018 14:00:00**

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

PROCUREMENT OFFICER: James Sonnier  
TELEPHONE NUMBER: (907)269-8687  
EMAIL: jim.sonnier@alaska.gov

BID RECEIVING LOCATION:  
Support Services ANC Admin  
Attn: Procurement  
550 West 7th Avenue  
Anchorage, AK 99501-3564

### **PREFERENCES**

Does your business qualify for the Alaska bidder preference?

☐ Yes ☐ No

Does your business qualify for the Alaska veteran preference?

☐ Yes ☐ No

### **PROPOSAL SCHEDULE**

Event Date	Event Description
04/10/18	Pre-Proposal Conference
04/25/18	Solicitation Closing Date/Time

### **LINE ITEMS**

Line No.	Description	Quantity	Unit	Unit Cost
1	Group 1: Region I east of the Copper River			
Start Date	End Date	Delivery Date	F.O.B. Point	Extended Line Total
06/01/18	05/31/19			

**Extended Description:**

Professional Forester Services for Region I, which is east of the Copper River.

DO NOT INCLUDE COST ON THIS LINE. INCLUDE COST ONLY ON THE COST PROPOSAL ATTACHED TO THIS RFP.

Line No.	Description	Quantity	Unit	Unit Cost
2	Group 2: Region I west; Region II; Region III			
Start Date	End Date	Delivery Date	F.O.B. Point	Extended Line Total
06/01/18	05/31/19			

**Extended Description:**

Professional Forester Services for Region I west of the Copper River; Region II, and Region III.

DO NOT INCLUDE COST ON THIS LINE. INCLUDE COST ONLY ON THE COST PROPOSAL ATTACHED TO THIS RFP.

## EVALUATION CRITERIA

<i>The following criteria will be used when determining the award of this solicitation</i>			
Code	Criteria Description	Points	Vendor Response (DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)
12	Minimum Req	0	
5	Understanding	10	
2	Experience	40	
1	Cost	40	
7	AK Offeror Pref	10	

Terms and Conditions		
No.	Name	Section
004	Request for Proposals	

<b>Solicitation Assemble</b> <b>180000060</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 5 of 51</b>
--	---------------------------------------	---	---------------------

## RFP NO. 180000060

### TABLE OF CONTENTS

Section	Description	Page(s)
<b>1.</b>	<b>INTRODUCTION AND INSTRUCTIONS</b>	<b>8 - 13</b>
1.01	Purpose of the RFP	8
1.02	Budget	8
1.03	Deadline for Receipt of Proposals	8
1.04	Prior Experience	8
1.05	Required Review	9
1.06	Questions Prior to Deadline for Receipt of Proposals	9
1.07	Return Instructions	9
1.08	Proposal Contents	10
1.09	Assistance to Offerors with a Disability	11
1.10	Amendments to Proposals	11
1.11	Amendments to the RFP	11
1.12	RFP Schedule	12
1.13	Pre-Proposal Conference	12
1.14	Alternate Proposals	12
1.15	News Releases	13
<b>2.</b>	<b>BACKGROUND INFORMATION</b>	<b>13</b>
2.01	Background Information	13
<b>3.</b>	<b>SCOPE OF WORK AND CONTRACT INFORMATION</b>	<b>13 - 23</b>
3.01	Scope of Work	13
3.02	Contract Term and Work Schedule	16
3.03	Contract Type	16
3.04	Delivery Order Procedures	17
3.05	Proposed Payment Procedures	18
3.06	Prompt Payment for State Purchases	18
3.07	Contract Payment	18
3.08	Location of Work	18
3.09	Third-Party Service Providers	19
3.10	Subcontractors	19
3.11	Joint Ventures	20
3.12	Right to Inspect Place of Business	20
3.13	F.O.B. Point	20
3.14	Contract Personnel	20
3.15	Inspection and Modification – Reimbursement for Unacceptable Deliverables	20
3.16	Liquidated Damages	21
3.17	Contract Changes – Unanticipated Amendments	21
3.18	Nondisclosure and Confidentiality	21
3.19	Insurance Requirements	22

Solicitation Assemble 180000060		Document Phase Final	Document Description Professional Forester Services for the Division of Forestry	Page 6 of 51
3.20	Termination for Default			23
3.21	Contractor Supplied Resources			23
3.22	Enrollment in IRIS			23
2.23	Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion			23
4.	<b>PROPOSAL FORMAT AND CONTENT</b>			23 - 25
4.01	Proposal Format and Content			23
4.02	Introduction			24
4.03	Understanding of the Project			24
4.04	Experience and Qualifications			24
4.05	Cost Proposal			25
4.06	Evaluation Criteria			25
5.	<b>EVALUATION CRITERIA AND CONTRACTOR SELECTION</b>			26 - 27
5.01	Understanding of the Project (10%)			26
5.02	Experience and Qualifications (40%)			26
5.03	Contract Cost (40%)			27
5.04	Alaska Offeror Preference (10%)			27
6.	<b>GENERAL PROCESS INFORMATION</b>			27 - 32
6.01	Informal Debriefing			27
6.02	Alaska Business License and Other Required Licenses			27
6.03	Site Inspection			28
6.04	Clarification of Offers			28
6.05	Discussions with Offerors			28
6.06	Evaluation of Proposals			29
6.07	Contract Negotiation			29
6.08	Failure to Negotiate			29
6.09	Offeror Notification of Selection			30
6.10	Protest			30
6.11	Application of Preferences			31
6.12	Alaska Bidder Preference			31
6.13	Alaska Veteran Preference			32
6.14	Alaska Offeror Preference			32
6.15	Formula Used to Convert Cost to Points			32
7.	<b>GENERAL LEGAL INFORMATION</b>			34
7.01	Standard Contract Provisions			34
7.02	Proposal as a Part of the Contract			34
7.03	Additional Terms and Conditions			34
7.04	Human Trafficking			34
7.05	Right of Rejection			34
7.06	State Not Responsible for Preparation Costs			35
7.07	Disclosure of Proposal Contents			35
7.08	Assignment			35
7.09	Disputes			36
7.10	Severability			36
7.11	Supplemental Terms and Conditions			36

<b>Solicitation Assemble</b> <b>180000060</b>		<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 7 of 51</b>
7.12	Contract Invalidation			36
7.13	Solicitation Advertising			36
8.	<b>ATTACHMENTS</b>			37
8.01	Standard Agreement Form – Appendix A, General Conditions			
8.02	Indemnification and Insurance, Appendix B1			
8.03	Offeror's Checklist			
8.04	Proposal Evaluation Form			
8.05	Cost Proposal Form			
8.06	Federal Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form			
8.07	FRPA Map			

<b>Solicitation Assemble</b> 180000060	<b>Document Phase</b> Final	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 8 of 51</b>
---	--------------------------------	---	---------------------

## **RFP NO. 180000060**

# **1. INTRODUCTION AND INSTRUCTIONS**

## **1.01 Purpose of the RFP**

The Department of Natural Resources (DNR), Division of Forestry, is soliciting proposals for qualified contractors to provide professional forester services in support of the full range of our operational needs as specified within this RFP. Multiple contracts may be awarded from this RFP at the State's sole discretion. A more detailed description including the Scope of Services can be found in Section 3 of this RFP.

## **1.02 Budget**

Department of Natural Resources, Division of Forestry, estimates a budget of between \$200,000 and \$225,000 dollars per fiscal year for completion of Group One and \$10,000 and \$25,000 per fiscal year for completion of Group Two. The State of Alaska fiscal year (SFY) runs from July 1<sup>st</sup> through June 30<sup>th</sup>. For example, SFY 18 began July 1, 2017 and ends June 30, 2018.

This budget amount is an estimate only and does not represent a work commitment. Funds will be available for each task and will be approved for each task specific Delivery Order (DO). The State does not guarantee a minimum or maximum number of services to be provided or dollar amount to be spent under any contract resulting from this RFP.

Approval or continuation of a contract resulting from this RFP is contingent upon legislative appropriation.

## **1.03 Deadline for Receipt of Proposals**

Proposals must be received by the DNR Procurement Section no later than the prevailing Alaska Time on the date shown on page one of this RFP as the Deadline for Receipt of Proposals.

**Faxed, emailed, or oral proposals, or proposals submitted through the IRIS Vendor Self Service (VSS) portal are not acceptable; will be considered non-responsive; and will be rejected by the State.**

## **1.04 Prior Experience**

In order to be considered responsive, the offeror must meet and must clearly show within their technical proposal the following minimum prior experience requirements:

Group 1: The Offeror's project team must include members familiar with Southeast Alaska timber types and logging operations. The Offeror's senior member or project manager must have a minimum of 10 years of forest industry experience in Southeast Alaska. Team leaders



<b>Solicitation Assemble</b> 180000060	<b>Document Phase</b> Final	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 9 of 51</b>
---	--------------------------------	---	---------------------

must have a minimum of 3 years of experience with Southeast Alaska old growth inventory and layout.

Group 2: The Offeror's project team must include members familiar with Southcentral and Interior Alaska timber types and logging operations. At least one individual on the Offeror's project team must have a minimum of 10 years of experience in the combined area of Southcentral and Interior Alaska.

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

### **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 ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

### **1.06 Questions Prior to Deadline for Receipt of Proposals**

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

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

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

### **1.07 Return Instructions**

Offerors must submit four signed hardcopies of their technical proposal and one signed hardcopy of their cost proposal, in writing, to the procurement officer in a single sealed package. The cost proposal included with the package must be clearly identified and must be sealed separately from the rest of the proposal.

If offering proposals for both groups it is strongly recommended offerors put both sets of proposals in a single package to ensure proposals are received by DNR Procurement at the same time.

<b>Solicitation Assemble</b> <b>180000060</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 10 of 51</b>
--	---------------------------------------	---	----------------------

The sealed proposal package must be addressed as follows:

Department of Natural Resources  
Support Services Division  
Procurement Section  
Attention: Jim Sonnier  
Request for Proposal (RFP) Number: 180000060  
RFP Title: Professional Forester Services for the Division of Forestry  
550 W. 7th Avenue, Suite 1330  
Anchorage, Alaska 99501

The sealed proposal package must be received within the DNR Procurement Office prior to the Deadline for Receipt of Responses. Late proposals will be considered non-responsive and will not be accepted or opened by the DNR Procurement Office.

**Faxed, emailed, or oral proposals, or proposals submitted through the IRIS Vendor Self Service (VSS) portal are not acceptable; will be considered non-responsive; and will be rejected by the State.**

An offeror's failure to submit its proposal in its entirety to the DNR Procurement Section prior to the Deadline for Receipt of Responses will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

### **1.08 Proposal Contents**

The following information must be included in all proposals.

#### **(a) Authorized Signature**

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

#### **(b) Offeror's Certification**

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

- [a] the laws of the State of Alaska;
- [b] the applicable portion of the Federal Civil Rights Act of 1964;
- [c] the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- [d] the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- [e] all terms and conditions set out in this RFP;

<b>Solicitation Assemble</b> <b>180000060</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 11 of 51</b>
--	---------------------------------------	---	----------------------

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

[g] that the offers will remain open and valid for at least 90 days; and

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

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

(c) Vendor Tax ID

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

(d) Conflict of Interest

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

(e) Federal Requirements

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

## **1.09 Assistance to Offerors with a Disability**

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

## **1.10 Amendments to Proposals**

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

## **1.11 Amendments to the RFP**

<b>Solicitation Assemble</b> 180000060	<b>Document Phase</b> Final	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 12 of 51</b>
---	--------------------------------	---	----------------------

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

### 1.12 RFP Schedule

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

- a. Issue RFP March 29, 2018;
- b. Pre-proposal conference on April 10, 2018;
- c. Deadline for Receipt of Proposals April 25, 2018;
- d. Proposal Evaluation Committee complete evaluation by May 4, 2018;
- e. State of Alaska issues Notice of Intent to Award a Contract May 7, 2018;
- f. State of Alaska issues contract May 18, 2018;
- g. Contract start June 1, 2018.

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

### 1.13 Pre-proposal Conference

A **NON-MANDATORY** pre-proposal conference will be held at 10:00 a.m., Alaska time, on April 10, 2018 in the Denali conference room located on the 13th floor of the Robert B. Atwood building, 550 W. 7th Avenue, Suite 1330, Anchorage, Alaska. Adequate parking is available at the conference location. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting. Seating is limited so those wishing to attend are asked to send no more than two representatives to the conference.

The conference will also be teleconferenced. The teleconference call in number and access (pass) code will be provided to those who register with the DNR Procurement Officer for this RFP.

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

### 1.14 Alternate Proposals

<b>Solicitation Assemble</b> 180000060	<b>Document Phase</b> Final	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 13 of 51</b>
---	--------------------------------	---	----------------------

There are two groups identified within Section Three of this RFP. Offerors may submit proposals for one or both groups at their sole discretion. Offerors may only submit one proposal per group for evaluation.

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

### **1.15 News Releases**

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

## **2. BACKGROUND INFORMATION**

### **2.01 Background Information**

The State of Alaska, Department of Natural Resources (DNR), Division of Forestry (DOF), manages forests for multiple uses and the sustained yield of renewable resources on 20 million acres of State land. This includes the Tanana Valley, Haines, and Southeast State Forests. DOF is responsible for making sure that the Alaska Forest Resources and Practices Act (FRPA) is implemented and enforced. FRPA governs how timber access, harvesting, and reforestation occur on State, private, and municipal land. The Act ensures that both the timber and commercial fishing industries can continue to provide long-term jobs. DOF also plans for timber management on state land in several phases. First, if needed, a forest management plan is developed. Second, the Division publishes a summary of proposed sales in a Five-Year Schedule of Timber Sales for each area office. Third, detailed information on each individual sale is developed in a Forest Land Use Plan. Finally, the Division issues contracts with requirements that the operator must meet.

DOF will occasionally require surge capability for field forestry work, professional forestry opinions to include legal consultation, and multi-disciplinary team consultation on resources and issues facing forest management.

DOF through a Challenge Cost Share Agreement and Good Neighbor Authority is also managing forestry related activities on the Tongass National Forest in partnership with the U.S. Forest Service. These activities include but are not limited to inventory work, data management, aquatics surveys, and timber sales.

## **3. SCOPE OF WORK AND CONTRACT INFORMATION**

### **3.01 Scope of Work**

The intent of this RFP is to issue a maximum of two term Master Agreement(s) (MA's) with qualified contractor(s). One MA will be issued for work in Region I, which is east of the Copper

<b>Solicitation Assemble</b> <b>180000060</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 14 of 51</b>
--	---------------------------------------	---	----------------------

River as shown on the map attached to this RFP and identified within this RFP as Group 1. Another MA will be issued for Region I west of the Copper River, Region II and Region III as shown on the map attached to this RFP and identified within this RFP as Group 2.

An MA does not authorize any work but puts a contract in place that allows the DNR to issue specific Delivery Orders (DO's) on an as-needed basis under that agreement for completion of specific work tasks. A DO issued against an MA will serve as the Notice to Proceed (NTP) and will require completion of specific tasks under specific timelines and costs. Information on the DO process is shown later in this RFP.

The types of services required within this RFP are divided into two groups. A contractor may submit a proposal for one or both of the groups at their sole discretion. The proposals for each group will be evaluated independently and one successful proposal and term contractor will be selected for each group. Two Master Agreements may result from this RFP. If the same contractor is selected for both groups the State may consolidate awards into one MA covering both groups at its sole discretion.

The two groups are as follows:

GROUP 1: Professional Forestry Services for Region I east of the Copper River; and

GROUP 2: Professional Forestry Services for Region I west of the Copper River; Region II; and Region III.

Shown later in this RFP for each group is a potential list of the kind of activities that could be requested, a list of potential deliverables which will vary depending on specific DO (task order) requirements, and the minimum qualifications expected of the firm. For example, Group 1 may involve field work cruising old growth coastal timber, providing inventory data and timber sale appraisals. Proposals must contain documentation that the firm meets the minimum qualifications stated in the Group being proposed on or the proposal will be determined to be non-responsive and will be rejected.

Scope: The selected contractor will provide field forestry work and technical assistance consultation with the DOF. Most of the items will require written documentation of the contractor's efforts or findings. In the course of field work and consultation the contractor must provide all of their logistical support. Professional services may include but are not limited to the following:

- (a) Forest Management Plans;
- (b) Old and Second Growth Forest Inventory;
- (c) Timber Sale Appraisal, Preparation and Layout;
- (d) GIS Mapping;
- (e) Wildland Fire Investigations.

The specific scope of work and types of deliverables will be stipulated in each DO (NTP)

<b>Solicitation Assemble</b> <b>180000060</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 15 of 51</b>
--	---------------------------------------	---	----------------------

developed under an MA.

GROUP 1: Professional Forestry Services for Region I east of the Copper River:

Sample Tasks under Group 1:

- Assist the DOF with timber sale layout to include field location of roads, harvest units, riparian buffers and other sensitive areas;
- Assist the DOF with resource related survey work commonly found during sale planning such as but not limited to fish habitat surveys, sensitive species identification and archeological surveys.

Potential Deliverables:

- Field layout of harvest units & roads;
- Reports and written documents rendering opinion or interpreting data suitable for executive level review and decision making;
- Timber sale appraisals;
- GIS maps used to support plans and sales;
- Forest plans development.

Experience: Group 1:

The Offeror's project team must include members familiar with Southeast Alaska timber types and logging operations. The Offeror's senior member or project manager must have a minimum of 10 years of forest industry experience in Southeast Alaska and be familiar with export and domestic markets for both old growth and second growth from this region. They should also demonstrate knowledge of operations on State and US Forest Service managed lands.

Team leaders must have a minimum of 3 years of experience with Southeast Alaska old growth inventory and layout. Team leaders should have a minimum of 3 years of experience with Southeast Alaska old growth inventory and layout. Experience and qualifications should be shown for the interdisciplinary specialties normally required in forest management activities.

GROUP 2: Professional Forestry Services for Region I west of the Copper River, Region II and Region III:

Sample Tasks under Group 2:

- Assist the DOF with timber sale layout to include field location of roads, harvest units, riparian buffers and other sensitive areas;
- Assist the DOF with resource related survey work commonly found during sale planning such as but not limited to fish habitat surveys, sensitive species identification and archeological surveys;
- Assist DOF with wildland fire related investigations.

<b>Solicitation Assemble</b> <b>180000060</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 16 of 51</b>
--	---------------------------------------	---	----------------------

Potential deliverables:

- Field layout of harvest units & roads;
- Reports and written documents rendering opinion or interpreting data;
- Timber sale appraisals;
- GIS maps used to support plans and sales;
- Forest plans development;
- Expert witness testimony.

Experience: Group 2:

The Offeror's project team include must include members familiar with Southcentral and Interior Alaska timber types and logging operations. At least one individual on the Offeror's project team must have a minimum of 10 years of experience in the combined area of Southcentral and Interior Alaska. The Offeror's team should demonstrate experience with resource and environmental databases, GIS systems and other resource disciplines required in the course of forest management activities.

### **3.02 Contract Term and Work Schedule**

The length of the contract for each Master Agreement (MA) will be one year from the date of award, or approximately June 1, 2018 through May 31, 2019.

There will be four, one-year, renewal options for each MA, which are to be exercised at the sole discretion of the State. If all renewal options are exercised the MA's will expire on May 31, 2023.

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

### **3.03 Contract Type**

The type of Master Agreement (MA) issued for each group will be a term contract. The dollar amount shown on the MA will be the maximum dollar amount to be spent for all services provided under the agreement. This amount is an estimate only; the State does not guarantee a minimum or maximum number of services to be provide or dollar amount to be spent under any contract resulting from this RFP.

Each Delivery Order (DO) issued against an MA will be either a Fixed Price, time and expenses, or fixed price plus expenses, contract. The specific contract type will be identified in the DO. The dollar amount shown on an individual DO will be the cost to provide the specific services



<b>Solicitation Assemble</b> 180000060	<b>Document Phase</b> Final	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 17 of 51</b>
---	--------------------------------	---	----------------------

outlined in the DO.

### **3.04 Delivery Order Process**

Once the MAs are established this process will be used to issue Delivery Orders (DO's) against the MA. When Forestry requires services under an MA the DNR Project Manager or DNR Procurement will issue an Informal Request for Proposals (IRFP) to the contractor for the applicable group. The IRFP will be a written document such as a memo or email; will outline the required services to be provided; and will set a deadline for receipt of a proposal. If time is of the essence the process may be conducted orally followed by timely written confirmation.

The contractor will provide a written proposal within the designated timeframe and a negotiable cost estimate for the services. Included in the proposal should be a description of how the contractor will perform the work, proposed personnel who will work on the project, experience and qualifications of any personnel not previously approved by the State under the applicable MA, proposed subcontractors, and a schedule for performing the work.

DNR may negotiate the services or costs in the offered proposal within the parameters of the State Procurement Code. Once an agreement is reached DNR will issue a written Delivery Order (DO) to the contractor authorizing the work.

If a contractor has a potential conflict of interest with providing required services or is otherwise unable or unavailable to do the required work within the required timeline the State reserves the right to acquire services off contract at its sole discretion under the provisions of the State Procurement Code.

The contractor shall obtain Forestry approval of each person or subcontractor assigned to work under a specific Delivery Order prior to beginning work. Should the contractor provide services by a person not approved before work begins on the DO, those services may not be subsequently approved for payment. Forestry reserves the right to withdraw approval of any person or subcontractor by written notice to the contractor.

The total cost for a project will not exceed the amount authorized on the DO without prior written approval from the DNR Project Manager or Procurement Officer. If at any time during the performance of the DO the contractor has reason to believe the amount authorized on the DO will be exceeded the contractor will notify the DNR Project Manager and provide a justification and an estimate of the additional cost for completion of the work. Similarly, if at any time during the performance of the DO the State has reason to believe that the work required will exceed the total cost due to a change in conditions, or if additional work will be required, the DNR Project Manager will so advise the contractor and will require revised cost estimates from the contractor.

The State will not be obligated to pay any amount in excess of the total cost set forth in any DO. If condition changes increase the DO amount, the contractor will not be obligated to continue performance resulting in charges exceeding the price unless and until the DNR Project Manager

<b>Solicitation Assemble</b> <b>180000060</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 18 of 51</b>
--	---------------------------------------	---	----------------------

or Procurement Officer has authorized the increase in writing and a revised DO has been issued.

Revision of DOs will be issued when an extension of time is needed to complete the project, or when the scope of work has been modified by the State, which may cause a change in the project costs. The revised DO must be signed by both the DNR Project Manager and the firm's authorized signatory prior to performing any additional work incurring additional cost, or working past the original time limit. Inability of a firm to follow these procedures may be grounds for dismissal from a project or termination of their contract(s) with the State.

No work will commence by the contractor without a signed Delivery Order issued by the DNR Project Manager or Procurement Office, except under emergency conditions. If an emergency is declared, contractors may act under verbal orders from the DNR Project Manager or Procurement Office with formal proposal and DO to be issued as soon as possible.

### **3.05 Proposed Payment Procedures**

The state will make payments based on a negotiated payment schedule for each DO issued under a Master Agreement resulting from this RFP. Each billing must consist of an invoice and required documentation. No payment will be made until the progress report and invoice has been approved by the project manager. All payments will be NET 30 days.

### **3.06 Prompt Payment for State Purchases**

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

### **3.07 Contract Payment**

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

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

### **3.08 Location of Work**

Unless otherwise specified within a Delivery Order (DO) issued against the Master Agreement, the location the work is to be performed, completed, and managed will be the contractor's office.

Unless otherwise specified within a Delivery Order, the state WILL NOT provide workspace,

<b>Solicitation Assemble</b> <b>180000060</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 19 of 51</b>
--	---------------------------------------	---	----------------------

travel, lodging, per diem, equipment, supplies, labor, etc. for the contractor.

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

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

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

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

### **3.09 Third-Party Service Providers**

Not applicable.

### **3.10 Subcontractors**

Subcontractors may be allowed for a Master Agreement (MA) issued for a group under this RFP.

Subcontractors may be used to perform work under a Delivery Order issued against a Master Agreement resulting from this RFP. If an offeror intends to use subcontractors to provide services under a Delivery Order, the offeror must identify in the proposal submitted in response to an Informal Request for Proposals (IRFP): the names of the subcontractors; the specific tasks and percentage of work the subcontractor will perform; evidence that the subcontractor holds a valid Alaska business license and applicable professional licenses; evidence that the subcontractor holds required insurance under Appendix B1; and a written statement signed by the subcontractor that the subcontractor is committed to render the required services.

Subcontractor resumes and other information may also be required. Subcontractor experience may also be considered in determining whether the offeror meets the requirements set forth in the IRFP.

The contractor must provide support and guidance to the subcontractor and must assume responsibility for ensuring subcontractor staff are qualified to complete tasks and are properly licensed and insured.

The contractor assumes responsibility for subcontractor's compliance to the terms of the term contract and for satisfactory performance under the respective DO. If during the execution of a specific project, the contractor finds it necessary to replace a subcontractor, or at any time subcontractors fail to perform, the State will consider subsequent assignments or replacements, and reserves the right to approve or disapprove the changes.

<b>Solicitation Assemble</b> <b>180000060</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 20 of 51</b>
--	---------------------------------------	---	----------------------

Payment for subcontracted work, unless that work is for professional services, may be on a fixed price or time and materials basis. There will be no markup of any kind allowed by subcontractors.

Professional services cannot be billed as a "lump sum" amount. Hourly rates and description of work accomplished along with costs incurred must be invoiced with adequate detail to document the work completed by the subcontractor. Prior to the issuance of a DO an estimate of the time and costs for professional services under a subcontract must be provided and approved by the State.

The contractor will pay all material and labor claims to subcontractors within 30 days of receiving payment for such claims from the State. Failure to do so will be a violation of the term contract and will be subject to termination of the term contract. This will be at the discretion of the Procurement Officer.

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

### **3.11 Joint Ventures**

Joint ventures will not be allowed.

### **3.12 Right to Inspect Place of Business**

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

### **3.13 F.O.B. Point**

Not applicable to this RFP.

### **3.14 Contract Personnel**

Any change of the project team members or subcontractors named in the proposal or in a Delivery Order issued against a Master Agreement resulting from this RFP must be approved, in advance and in writing, by the project manager. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

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

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager. The state may employ

<b>Solicitation Assemble</b> <b>180000060</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 21 of 51</b>
--	---------------------------------------	---	----------------------

all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project manager may instruct the contractor to make corrections or modifications if needed to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

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

### **3.16 Liquidated Damages**

Not applicable to this RFP.

### **3.17 Contract Changes - Unanticipated Amendments**

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

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

### **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 (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a

<b>Solicitation Assemble</b> <b>180000060</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 22 of 51</b>
--	---------------------------------------	---	----------------------

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).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include any project documents protected by the deliberative process.

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

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

### **3.19 Insurance Requirements**

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

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

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

### **3.20 Termination for Default**

<b>Solicitation Assemble</b> <b>180000060</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 23 of 51</b>
--	---------------------------------------	---	----------------------

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

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

### **3.21 Contractor Supplied Resources**

The contractor will be required to supply all personnel, supervision, supplies, equipment, and materials deemed necessary and approved by the DNR Procurement and Project Managers to successfully complete the tasks for each project. The selected contractor will designate a project manager and provide support staff, facilities, and administrative capabilities as needed to ensure the successful and efficient accomplishment of each project.

### **3.22 Enrollment in IRIS**

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

### **3.23 Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the proposal (by the offeror) that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form attached to this solicitation must be completed and submitted with your proposal.

## **4. PROPOSAL FORMAT AND CONTENT**

### **4.01. Proposal Format and Content**

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

Offerors may offer proposals for one or both Groups at their sole discretion. The technical proposal must clearly delineate which Group the offeror is proposing on and must provide all information requested for the Group(s) they are offering a proposal. If you are offering a

<b>Solicitation Assemble</b> <b>180000060</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 24 of 51</b>
--	---------------------------------------	---	----------------------

proposal on both groups, you must submit one separate proposal for each group as specified in paragraph 1.07 of this RFP. Only information related to the proposed work should be included in an offeror's proposal.

#### **4.02 Introduction**

Proposals must include a cover letter containing the complete name and address of offeror's firm; the name, mailing address, email address, and telephone number of the person the state should contact regarding the proposal; and a statement of commitment to the project.

Proposals must confirm that the offeror will comply with all provisions in this RFP and, if applicable, provide notice that the firm qualifies as an Alaskan bidder.

Proposals must be signed by a company officer empowered to bind the company.

Proposals must include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest as required by paragraph 1.08(d) of this RFP.

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

DO NOT INCLUDE COST IN THIS SECTION. Include cost only in the Cost Proposal submitted within the proposal package.

#### **4.03 Understanding of the Project**

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the purpose, scope, and requirements of the project and how Delivery Orders will be issued against a Master Agreement resulting from this RFP.

DO NOT INCLUDE COST IN THIS SECTION. Include cost only in the Cost Proposal submitted within the proposal package.

#### **4.04 Experience and Qualifications**

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; designate a principle staff member to serve as the project manager; and illustrate the lines of authority for key staff members assigned to the contract. The proposal must identify one principal staff member to serve as project leader and primary contact for DNR Procurement and the Division of Forestry.

Offerors must provide a narrative description of the project team personnel and a resume for each team member with their title, work experience, and qualifications. Resumes must clearly show how the person meets the minimum experience requirements outlined within this RFP. The narrative description is to include information on the offeror's headquarters and location of



<b>Solicitation Assemble</b> <b>180000060</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 25 of 51</b>
--	---------------------------------------	---	----------------------

staff assigned to the project.

Offerors must provide either a minimum of two reference letters **or** a list of at least two reference names, current email addresses, and current phone numbers for similar projects the offeror's firm has completed.

DO NOT INCLUDE COST IN THIS SECTION. Include cost only in the Cost Proposal submitted within the proposal package.

#### **4.05 Cost Proposal**

To ensure an equivalent cost basis for all offerors, costs will be evaluated using the Cost Proposal form attached to this RFP. The Total Cost on the state's Cost Proposal form will be used only for evaluation and award purposes; the state does not guarantee a minimum or maximum number of services to be provided or dollar amount to be spent under any Master Agreement resulting from this RFP.

Costs offered on the Cost Proposal attached to this RFP must include all direct and indirect costs associated with the performance of the contract, including but not limited to, various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, and profit.

Offerors must attach a separate fee schedule or other such document to their Cost Proposal listing the current billing rates for staff anticipated to work under a contract resulting from this RFP. The billing rates offered on the attached document must equal those shown in the Billing Rate column of the State's Cost Proposal form. Any discrepancies noted other than common mathematical errors that can be corrected without prejudice to other offerors will result in the proposal being determined non-responsive. Offeror is only required to submit ONE FEE SCHEDULE OR OTHER SUCH DOCUMENT regardless of the number of groups for which they are offering a proposal.

Offerors must submit a Cost Proposal for each group they are offering a proposal. The Cost Proposal for each Group is to be submitted in a clearly marked separately sealed envelope within the proposal package.

#### **4.06 Evaluation Criteria**

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in Section 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.

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.

<b>Solicitation Assemble</b> 180000060	<b>Document Phase</b> Final	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 26 of 51</b>
---	--------------------------------	---	----------------------

## 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

### 5.01 Understanding of the Project (10%)

Proposals will be evaluated against the questions set out below:

- How well has the offeror demonstrated a thorough understanding of the purpose, scope, and requirements of the project?
- To what degree has the offeror demonstrated an understanding of how the State will issue Delivery Orders against a Master Agreement resulting from this RFP?
- To what degree has the offeror identified pertinent issues and potential problems related to the project and suggestions or recommendations for mitigating or overcoming the obstacle or problem?
- How well has the offeror demonstrated an understanding of this specific group and any additional considerations that may be needed to carry out the requirements of the project?
- Did the offeror identify one principal staff member to serve as the project leader?

### 5.02 Experience and Qualifications (40%)

Proposals will be evaluated against the questions set out below:

- Did the offeror provide an organizational chart outlining personnel assigned to the contract and how well does the chart illustrate the lines of authority for personnel assigned to the contract?
- Did the offeror provide a complete narrative description of the project team personnel and a resume for each team member?
- How extensive is the applicable background, education, and experience of the assigned personnel with regards to the type of work to be performed and minimum experience requirements for this specific group?
- Did the offeror include information on the offeror's headquarters and location of staff assigned to the project?
- How extensive is the firm's experience working within the specific group?
- How well has the firm demonstrated experience in completing similar projects on time and

<b>Solicitation Assemble</b> 180000060	<b>Document Phase</b> Final	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 27 of 51</b>
---	--------------------------------	---	----------------------

within budget?

g. Has the firm provided references or letters of reference from previous clients?

### **5.03 Contract Cost (40%)**

To avoid the appearance of price influencing scoring, Cost will be scored only by the Procurement Officer.

Overall, a minimum of 40% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.12.

#### **Converting Cost to Points**

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 6.15.

### **5.04 Alaska Offeror Preference (10%)**

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

## **6. GENERAL PROCESS INFORMATION**

### **6.01 Informal Debriefing**

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

### **6.02 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, PO 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:

<b>Solicitation Assemble</b> <b>180000060</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 28 of 51</b>
--	---------------------------------------	---	----------------------

- a. copy of an Alaska business license;
- b. certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- c. a canceled check for the Alaska business license fee;
- d. a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- e. a sworn and notarized statement that the offeror has applied and paid for the Alaska business license.

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

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

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

### **6.03 Site Inspection**

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

### **6.04 Clarification of Offers**

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

### **6.05 Discussions with Offerors**

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors

<b>Solicitation Assemble</b> <b>180000060</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 29 of 51</b>
--	---------------------------------------	---	----------------------

who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

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

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

## **6.06 Evaluation of Proposals**

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION. After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

## **6.07 Contract Negotiation**

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

If contract negotiations are commenced, they may be held in the Denali conference room on the 13<sup>th</sup> floor of the Robert B. Atwood Building in Anchorage, Alaska.

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

## **6.08 Failure to Negotiate**

If the selected offeror

a. fails to provide the information required to begin negotiations in a timely manner; or  
fails to negotiate in good faith; or

<b>Solicitation Assemble</b> <b>180000060</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 30 of 51</b>
--	---------------------------------------	---	----------------------

b. indicates they cannot perform the contract within the budgeted funds available for the project;  
or

c. if the offeror and the state, after a good faith effort, simply cannot come to terms,

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

## **6.09 Offeror Notification of Selection**

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

## **6.10 Protest**

AS 36.30.560 provides that an interested party may protest the content of the RFP. An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract." If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract. If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

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

- a. the name, address, and telephone number of the protester;
- b. the signature of the protester or the protester's representative;
- c. identification of the contracting agency and the solicitation or contract at issue;
- d. a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

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

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

All offerors will be notified of any protest. The review of protests, decisions of the procurement

<b>Solicitation Assemble</b> 180000060	<b>Document Phase</b> Final	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 31 of 51</b>
---	--------------------------------	---	----------------------

officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

## 6.11 Application of Preferences

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the Department of Administration, Division of General Service's web site: <http://doa.alaska.gov/dgs/pdf/pref1.pdf>

Alaska Products Preference - AS 36.30.332

Recycled Products Preference - AS 36.30.337

Local Agriculture and Fisheries Products Preference - AS 36.15.050

Employment Program Preference - AS 36.30.321(b)

Alaskans with Disabilities Preference - AS 36.30.321(d)

Alaska Veteran's Preference - AS 36.30.321(f)

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

## 6.12 Alaska Bidder Preference

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an offeror who:

- holds a current Alaska business license prior to the deadline for receipt of proposals;
- submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

<b>Solicitation Assemble</b> 180000060	<b>Document Phase</b> Final	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 32 of 51</b>
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## Alaska Bidder Preference Statement

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

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

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

### 6.13 Alaska Veteran Preference

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

- a. sole proprietorship owned by an Alaska veteran;
- b. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- c. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

## Alaska Veteran Preference Statement

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

### 6.14 Alaska Offeror Preference

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

### 6.15 Formula Used to Convert Cost to Points

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the formula:



<b>Solicitation Assemble</b> <b>180000060</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 33 of 51</b>
--	---------------------------------------	---	----------------------

(Price of Lowest Cost Proposal) x (Maximum Points for Cost) ÷ (Cost of Each Higher Priced Proposal)

Examples: Converting Cost to Points & Applying Preferences

Formula Used to Convert Cost to Points

Step 1: List all proposal prices, adjusted where appropriate by the application of applicable preferences claimed by the offeror.

Offeror #1 \$40,000  
Offeror #2 \$42,750  
Offeror #3 \$47,500

Step 2: In this example, the RFP allotted 40% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 37.4$

Offeror #3 receives 33.7 points.

$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 33.7$

Alaska Offeror Preference

Step 1: Determine the number of points available to qualifying offerors under this preference.

$100 \text{ Total Points Available in RFP} \times 10\% \text{ Alaska offerors preference} = 10 \text{ Points for the Preference}$

Step 2: Determine which offerors qualify as Alaska bidders and thus are eligible for the Alaska offerors preference. For the purpose of this example presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1 83 points No Preference - 0 points  
Offeror #2 74 points Alaska Offerors Preference - 10 points  
Offeror #3 80 points Alaska Offerors Preference – 10 points

<b>Solicitation Assemble</b> 180000060	<b>Document Phase</b> Final	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 34 of 51</b>
---	--------------------------------	---	----------------------

Step 3: Add the applicable Alaska offerors preference amounts to the offeror's scores:

Offeror #1 83 points  
Offeror #2 84 points (74 points + 10 points)  
Offeror #3 90 points (80 points + 10 points)

Step 4: Offeror #3 is the highest scoring offeror and would get the award, provided their proposal is responsible and responsive.

## **7. General Legal Information**

### **7.01 Standard Contract Provisions**

The contractor will be required to sign and submit the State's Standard Agreement Form generated by the IRIS database or the State's Standard Agreement Form for Professional Services Contracts. Appendix A, General Conditions, is attached to this RFP for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

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

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

### **7.03 Additional Terms and Conditions**

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

### **7.04 Human Trafficking**

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report. The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>. Failure to comply with this requirement will cause the state to reject the proposal as non-responsive, or cancel the contract.

### **7.05 Right of Rejection**

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

<b>Solicitation Assemble</b> <b>180000060</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 35 of 51</b>
--	---------------------------------------	---	----------------------

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

Minor informalities that:

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

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

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

#### **7.07 Disclosure of Proposal Contents**

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

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

#### **7.08 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.

<b>Solicitation Assemble</b> 180000060	<b>Document Phase</b> Final	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 36 of 51</b>
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## **7.09 Disputes**

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

## **7.10 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.

## **7.11 Supplemental Terms and Conditions**

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

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

## **7.12 Contract Invalidation**

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

## **7.13 Solicitation Advertising**

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

## **8. ATTACHMENTS**

**8.01 Standard Agreement Form - Appendix A, General Conditions**

**8.02 Indemnification and Insurance, Appendix B1**

**8.03 Offeror's Checklist**

**8.04 Proposal Evaluation Form**

**8.05 Cost Proposal Form**

**8.06 Federal Certification Regarding Debarment, Suspension, Ineligibility and Voluntary**

<b>Solicitation Assemble</b> 180000060	<b>Document Phase</b> Final	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 37 of 51</b>
---	--------------------------------	---	----------------------

**Exclusion Lower Tier Covered Transactions form**  
**8.07 FRPA Map**

<b>Solicitation Assemble</b> <b>180000060</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 38 of 51</b>
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## **APPENDIX A**

### **GENERAL PROVISIONS**

#### **Article 1. Definitions.**

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

1.2 "State Contracting Agency" means the 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.**

3.1 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

<b>Solicitation Assemble</b> <b>180000060</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 39 of 51</b>
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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 Project Director, 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 Project Director and the Agency Head.

#### **Article 7. No Additional Work or Material.**

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

#### **Article 8. Independent Contractor.**

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

#### **Article 9. Payment of Taxes.**

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

#### **Article 10. Ownership of Documents.**

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire 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 Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

<b>Solicitation Assemble</b> <b>180000060</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 40 of 51</b>
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#### **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 project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

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<b>Solicitation Assemble</b> <b>180000060</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 41 of 51</b>
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## **APPENDIX B<sub>1</sub>** **INDEMNITY AND INSURANCE**

### **Article 1. Indemnification**

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

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

### **Article 2. Insurance**

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

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

<b>Solicitation Assemble</b> 180000060	<b>Document Phase</b> Final	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 42 of 51</b>
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## RFP 180000060

### 8.03 OFFEROR'S CHECKLIST

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

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

\_\_\_\_\_ 1. **Technical Proposal.** One original and three signed copies of the technical proposal for each group you are offering a proposal, packaged or submitted as required by paragraph 1.07 of this RFP.

\_\_\_\_\_ 2. **Cost Proposal.** One signed Cost Proposal form for each group you are offering a proposal, submitted separately as required by paragraph 1.07 of this RFP.

\_\_\_\_\_ 3. **Current Billing Rate sheet or equivalent.** One current billing rate sheet or equivalent submitted within the Cost Proposal package as required by this RFP.

\_\_\_\_\_ 4. **MANDATORY RETURN Amendment(s).** Written acknowledgement of MANDATORY RETURN amendment(s) either within the proposal package or submitted separately in an email or fax to DNR Procurement. Must be received prior to the Deadline for Receipt of Proposals.

\_\_\_\_\_ 5. **Federal Debarment Certification form.** One completed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form within the proposal package.

#### Reminders:

1. It is the offeror's responsibility to make sure they comply with all requirements of this RFP and submit all required documents.
2. Cost proposal and technical proposals are to be submitted in separate packages within the proposal package or email.
3. Proposals must be received in their entirety prior to the Deadline for Receipt of Proposals. Late proposals will be considered non-responsive and will be rejected.

<b>Solicitation Assemble</b> 180000060	<b>Document Phase</b> Final	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 43 of 51</b>
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## 8.04 PROPOSAL EVALUATION FORM

Offeror Name: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_

Date of Review: \_\_\_\_\_

RFP Number: 180000060

### EVALUATION CRITERIA AND SCORING

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

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

#### 5.01 Understanding of the Project—10 Percent

Maximum Point Value for this Section - 10 Points

100 Points x 10 Percent = 10 Points

Proposals will be evaluated against the questions set out below.

a. How well has the offeror demonstrated a thorough understanding of the purpose, scope, and requirements of the project?

NOTES:

b. To what degree has the offeror demonstrated an understanding of how the State will issue Delivery Orders against a Master Agreement resulting from this RFP?

NOTES:

c. To what degree has the offeror identified pertinent issues and potential problems related to the project and suggestions or recommendations for mitigating or overcoming the obstacle or problem?

NOTES:

d. How well has the offeror demonstrated an understanding of this specific group and any additional considerations that may be needed to carry out the requirements of the project?

NOTES:

e. Did the offeror identify one principal staff member to serve as the project leader?

NOTES:

<b>Solicitation Assemble</b> 180000060	<b>Document Phase</b> Final	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 44 of 51</b>
---	--------------------------------	---	----------------------

**EVALUATOR'S POINT TOTAL FOR 5.01:** \_\_\_\_\_

## **5.02 Experience and Qualifications—40 Percent**

Maximum Point Value for this Section - 40 Points

100 Points x 40 Percent = 40 Points

Proposals will be evaluated against the questions set out below.

a. Did the offeror provide an organizational chart outlining personnel assigned to the contract and how well does the chart illustrate the lines of authority for personnel assigned to the contract?

NOTES:

b. Did the offeror provide a complete narrative description of the project team personnel and a resume for each team member?

NOTES:

c. How extensive is the applicable background, education, and experience of the assigned personnel with regards to the type of work to be performed and minimum experience requirements for this specific group?

NOTES:

d. Did the offeror include information on the offeror's headquarters and location of staff assigned to the project?

NOTES:

e. How extensive is the firm's experience working within the specific group?

NOTES:

f. How well has the firm demonstrated experience in completing similar projects on time and within budget?

NOTES:

g. Has the firm provided references or letters of reference from previous clients?

NOTES:

<b>Solicitation Assemble</b> 180000060	<b>Document Phase</b> Final	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 45 of 51</b>
---	--------------------------------	---	----------------------

**EVALUATOR'S POINT TOTAL FOR 5.02:** \_\_\_\_\_

**EVALUATOR'S COMBINED POINT TOTAL FOR SECTIONS 5.01 AND 5.02:** \_\_\_\_\_

### **5.03 Contract Cost — 40 Percent**

To avoid the appearance of cost influencing scoring Sections 5.03 and 5.04 will be evaluated only by the Procurement Officer.

Maximum Point Value for this Section — 40 Points

100 Points x 40 Percent = 40 Points

Overall, a minimum of 40 percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under SECTION 6.11.

#### **Converting Cost to Points**

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in SECTION 6.15.

**PROCUREMENT OFFICER'S POINT TOTAL FOR COST:** \_\_\_\_\_

### **5.04 Alaska Offeror Preference — 10 Percent**

Point Value for this Section — 10 Points

100 Points x 10 Percent = 10 Points

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

**PROCUREMENT OFFICER'S POINT TOTAL FOR ALASKA OFFEROR'S PREFERENCE ( EITHER 0 OR 10):** \_\_\_\_\_

### **5.05 COMBINED TOTAL**

This section will be completed by the Procurement Officer.

a. Evaluator's Combined Total for Sections 5.01 – 5.02: \_\_\_\_\_

b. Procurement Officer's Evaluation for Section 5.03: \_\_\_\_\_

c. Procurement Officer's Evaluation for Section 5.04: \_\_\_\_\_

<b>Solicitation Assemble</b> <b>180000060</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 46 of 51</b>
--	---------------------------------------	---	----------------------

d. **TOTAL EVALUATED SCORE:**\_\_\_\_\_

e. Procurement Officer's Initials:\_\_\_\_\_ and Date Completed:\_\_\_\_\_.

<b>Solicitation Assemble</b> 180000060	<b>Document Phase</b> Final	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 47 of 51</b>
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## RFP 180000060

### Cost Proposal Form

**1. General.** To ensure an equivalent cost basis for all offerors, costs will be evaluated using this Cost Proposal form. The Total Cost on this form will be used only for evaluation and award purposes; the state does not guarantee a minimum or maximum number of services to be provided or dollar amount to be spent under any Master Agreement resulting from this RFP.

Costs offered on the Cost Proposal attached to this RFP must include all direct and indirect costs associated with the performance of the contract, including but not limited to, various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, and profit.

Offerors must attach a separate fee schedule or other such document to this Cost Proposal listing the current billing rates for staff anticipated to work under a contract resulting from this RFP. The billing rates offered on the attached document must equal those shown in the Billing Rate column of this Cost Proposal form. Any discrepancies noted other than common mathematical errors that can be corrected without prejudice to other offerors will result in the proposal being determined non-responsive. Offeror is only required to submit ONE FEE SCHEDULE OR OTHER SUCH DOCUMENT regardless of the number of groups for which they are offering a proposal.

Offerors must submit a separate Cost Proposal for each group they are offering a proposal. The Cost Proposal for each Group is to be submitted in a clearly marked separately sealed envelope within the proposal package. Offerors must complete and include one copy for each Group for which the offeror wishes to be considered in a sealed envelope separate from the technical proposal.

The billing rate entered on this Cost Proposal must match the rate from the attached billing rate sheet for that individual. Contractors who have multiple billing rates for different individuals in the same Labor Category must enter the individual with the highest rate in the applicable block on the Cost Proposal. For example, if John Doe's billing rate for Project Management is \$125 per hour and Joe Burt's billing rate for Project Management is \$150 per hour, you must enter Joe Burt's rate for Project Management.

The evaluation of cost will be based on the evaluation of contractor's billing rates entered into the chart below. **If an offeror fails to provide a rate for any of the designated positions they will receive a total cost of 0 points for cost.**

<b>Solicitation Assemble</b> 180000060	<b>Document Phase</b> Final	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 48 of 51</b>
---	--------------------------------	---	----------------------

## 2. Billing Rate Designators:

- a. **Senior** designates the most highly qualified expert on the team;
- b. **Journey** level designates a person who is fully qualified, fully competent in the field;  
and
- c. **Junior** designates any less experienced resource that does not meet the qualifications of Journey or Senior.

## 3. Costs:

- a. Group (circle one):    1    2

### b. Evaluated Costs:

Labor Category	Team Member Name	Billing Rate	Relative Weight Multiplier	Weighted Hourly Rate
Contract Management			1.05	
Project Management			1.15	
Senior Consultant			1.30	
Journey Consultant			1.30	
Junior Consultant			1.10	
Technical Support			1.10	
Administrative Support			1.10	
<b>Total Cost</b>				

## 4. Cost Certification:

By signing below I certify the cost was arrived at independently and without collusion, under penalty of perjury.	
a. Offeror Name:	
b. Printed Name and Title:	
c. Signature:	
d. Date Signed:	

## 5. Preference Certification:

No.	Preference: Does your company qualify for the:	Yes	No
1.	<b>Alaska Bidder's</b> preference? If yes, you must have a current Alaska Business license at the Deadline for Responses.		
2.	<b>Alaska Veteran's</b> preference? If yes, provide a copy of your DD214 with social security number, serial number, date of birth, and other Privacy Act information redacted out with your proposal or upon		



<b>Solicitation Assemble</b> <b>180000060</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 49 of 51</b>
--	---------------------------------------	---	----------------------

	request by the DNR Procurement Officer. Also, preference is statutorily capped at \$5,000.00.		
3.	<b>Alaska Employment Program or Alaskans with Disabilities</b> preference? If yes, provide a copy of the certification letter issued by the Division of Vocational Rehabilitation with your proposal. Failure to provide a copy of the certification letter with your proposal will result in disallowance of the preference.		

**6. Amendment(s):** Offeror acknowledges receipt of the following amendment(s) issued for this RFP:\_\_\_\_\_.

**7. Reminders:**

- a. Offerors must submit a separate Cost Proposal for each group for which they are offering a proposal.
- b. The Total Cost on this form will be used only for evaluation and award purposes
- c. Offeror is only required to submit ONE FEE SCHEDULE OR OTHER SUCH DOCUMENT regardless of the number of groups for which they are offering a proposal.

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

<b>Solicitation Assemble</b> 180000060	<b>Document Phase</b> Final	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 50 of 51</b>
---	--------------------------------	---	----------------------

**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)**

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.

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.

Name and Title of Authorized Representative:\_\_\_\_\_.

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

Date:\_\_\_\_\_.

1. Is this company enrolled in the Federal System for Awards Management (SAM)? YES NO
2. If Yes, please provide either the DUNS Number \_\_\_\_\_ or the Cage Code \_\_\_\_\_.
3. If No, the company must be enrolled in SAM before a contract can be signed or payment made on a contract involving Federal funds. Failure to do so will result in cancellation of the contract.

<b>Solicitation Assemble</b> <b>180000060</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Professional Forester Services for the Division of Forestry	<b>Page 51 of 51</b>
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### 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.

# Professional Forestry RFP Region Map

