

STATE OF ALASKA REQUEST FOR PROPOSALS



AVALANCHE CONTROL SKAGWAY, ALASKA

RFP 2519S038

Issued October 5, 2018

This RFP is intended to result in the award of a contract to provide an avalanche specialist to assist ADOT&PF in developing and conducting an avalanche control program for the Klondike Highway in Skagway, Alaska.

ISSUED BY:

Department of Transportation & Public Facilities
Division of Alaska Marine Highway System (AMHS)

PRIMARY CONTACT:

Chris Hunt
Procurement Officer
chris.hunt@alaska.gov
(907) 465-8448

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Transportation & Public Facilities (DOT&PF), Division of Maintenance & Operations (M&O) is soliciting proposals from qualified offerors to provide an avalanche specialist to assist ADOT/PF in developing and conducting an avalanche control program for the Klondike Highway in Skagway, Alaska. The avalanche specialist must be proficient in avalanche forecasting, physically able to access appropriate snow fields and dig test pits, experienced and knowledgeable in the operation of the Falcon GT avalauncher and experienced in developing avalanche control programs.

SEC. 1.02 CONTRACT AWARD

It is the intent of the state to award one (1) contract in response to this solicitation. The Contractors shall be ranked and selected by points earned per the evaluation criteria in Section 5 of this RFP.

SEC. 1.03 BUDGET

The Department of Transportation and Public Facilities estimates a budget not to exceed \$45,000 for Year One (1) of this project. Cost proposals in excess of \$45,000 will be considered non-responsive and rejected.

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

SEC. 1.04 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 3:00 PM prevailing Alaska Time on October 30, 2018. Emailed, faxed or oral proposals will not be accepted.

SEC. 1.05 PRIOR EXPERIENCE

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements:

- Must have a minimum of five years' experience in an intensive avalanche management program involving forecasting, control, rescue, and logistics; and
- Must have a minimum of 3 years' experience providing daily avalanche hazard ratings and avalanche control recommendations, analyzing weather patterns, implementing and advising avalanche control using military artillery and avalanche explosives, and performing duties of Avalauncher during avalanche control operations.

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

SEC. 1.06 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.

SEC. 1.07 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:	Chris Hunt	PHONE:	907-465-8448
EMAIL:	chris.hunt@alaska.gov	FAX:	907-465-3124

SEC. 1.08 RETURN INSTRUCTIONS

Offerors must submit **One (1)** hard copy original of their proposal, in writing, and **TWO** CDs or thumb drives containing an electronic copy of the entire proposal. **One** CD or thumb drive will contain the transmittal information and the technical proposal. **One** CD or thumb drive will contain the cost proposal. The proposal response should be addressed to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified.

Emailed, faxed or oral proposals **will not be accepted**.

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

Department of Transportation & Public Facilities
Statewide Contracting and Procurement
Attention: Chris Hunt
Request for Proposal (RFP) Number: 2519S038
RFP Title: Avalanche Control Skagway, AK

PO Box 112500

3132 Channel Drive, Room 350
Juneau, Alaska 99811-2500

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

Department of Transportation & Public Facilities
Attention: Chris Hunt
3132 Channel Drive, Room 350
Juneau, Alaska 99811-2500

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

Please take into consideration that due to weather, scheduling, and location there is no overnight delivery service to Juneau, Alaska.

The State of Alaska provides one Request for Proposal (RFP). Additional RFPs may be purchased for the cost of reproduction, \$.25 per page.

SEC. 1.09 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;
- 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 Transportation & Public Facilities 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 all known federal requirements that apply to the proposal, the evaluation, or the contract.

SEC. 1.10 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.

SEC. 1.11 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.

SEC. 1.12 AMENDMENTS TO THE RFP

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

SEC. 1.13 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.

- Issue RFP October 5, 2018
- Open RFP October 30, 2018, at 3:00 PM Alaska Time
- Proposal Evaluation Committee complete evaluation by November 72, 2018
- State of Alaska issues Notice of Intent to Award a Contract November 8, 2018
- State of Alaska issues contract November 19, 2018
- Contract starts November 20, 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 Transportation & Public Facilities, 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.

SEC. 1.14 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held for this solicitation.

SEC. 1.15 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

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

SEC. 1.16 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

It has become clear that the escalating use of the highway has increased the Avalanche Hazard Index from index values near fifty, as calculated in the 1987 study when scaled to 150 vehicles per day, to index values exceeding one hundred when scaled to 750 vehicles per day in April 2013. Acceptable standards and prudence dictate that any roadway where the avalanche hazard index approaches or exceeds one hundred be watched by a full time avalanched specialist. Further, having this contract in Skagway, will keep the avalanche specialist in one geographical location to perform avalanche risk management which includes knowledge acquisition, avalanche forecasting, timed road closures and explosive control efforts. Failure to have an avalanche specialist in this geographical location translates to greater chance of avalanche related injury or death to crew, public road users and search and rescue personnel.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK & DELIVERABLES

The ADOT/PF Skagway Maintenance Station needs an avalanche forecaster for the Klondike Highway between Mile posts 6 - 14.

Successful performance of this contract will require the avalanche specialist to be on location in Skagway, Alaska and on the Klondike Highway during the winter period from January 15 through May 15 each year.

The Klondike Highway extends from Skagway, Alaska 14 miles to the Canadian border, and rises from seal level to an elevation of 3,335 feet. The ADOT/PF Skagway maintenance crew consists of six equipment operators and associated heavy equipment.

ADOT/PF will provide a vehicle for daily access to the Klondike Highway, existing records of avalanche control on the Klondike highway, a copy of the 1987 Klondike Highway Avalanche control study, the recently developed avalanche control firing table, a copy of the recently developed Klondike Highway Avalanche Control Standard Operating Procedure and an indoor workspace with internet access, contractor to provide own computer.

The purpose of this contract is to provide an experienced avalanche specialist to assist ADOT/PF in developing and conducting an avalanche control program for the Klondike Highway. The avalanche specialist must be proficient in avalanche forecasting, physically able to access appropriate snow fields and dig test pits, experienced and knowledgeable in the operation of the Falcon GT avalauncher and experienced in developing avalanche control programs.

DELIVERABLES

The Contractor will perform the following tasks:

1. Assess avalanche hazard daily, produce a forecast for AK DOT&PF operations, and recommend course of action appropriate for level of hazard.
2. Take daily weather observations and continuously monitor weather for effects on snow stability.
3. Observe, record, and analyze activity on the Klondike Highway corridor (approximately mile post 6 to 14).
4. Periodically dig snow pits, perform snow stability tests in representative avalanche starting zones and track snowpack metamorphism.
5. Establish and maintain a database of weather and snow observations.
6. Recommend method of avalanche control required and coordinate road closure and manpower logistics with station foreman, supervisors, and other agencies as needed.
7. Work with DOT lead gunner on Falcon GT avalancher fire missions; assist in determining target selection, number of rounds, gun mount sequencing, and road closure “windows”; responsible for crew safety, upkeep of required documentation of explosives program.
8. Working with the DOT Skagway foreman and crew; coordinate avalanche cleanup activities and subsequent road opening for safety of the crew and public.
9. Recommend procurement of avalanche rescue and personal safety equipment. Ensure its availability and functionality by periodic testing, inventory and maintenance.
10. Conduct weekly avalanche forecasting training (including field techniques) to a crew of up to six personnel.

11. Conduct training in Falcon GT avalancher firing and safety procedures and record keeping, for a crew of up to six personnel. Train personnel in basic avalanche safety: the nature of avalanches, local avalanche terrain, operating safely in avalanche areas, and avalanche response and rescue.

12. Refining the firing table (position, pressure, elevation, and azimuth) for up to five avalanche control locations on Klondike Highway.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately November 20, 2018 for approximately one year, through June 30, 2019, with four (4) one-year renewal options through June 30, 2023. The period of performance will be January 1 to May 15 each year.

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.

SEC. 3.03 CONTRACT TYPE

This is a fixed price with cost adjustment contract.

SEC. 3.04 COST ADJUSTMENTS

The contractor may request a Percentage Price Increase adjustment, in writing, 30 days prior to the contract renewal date. If a contractor fails to request a Percentage Price Increase adjustment 30 days prior to the renewal date, the adjustment will be effective 30 days after the state receives their written request.

Said price increase may not, under any circumstances, exceed three (3%) percent of the price of the contract for the preceding 12 months. No retroactive contract price adjustments will be allowed. The contractor must provide the procurement officer clear and convincing evidence, satisfactory to the state, that all of the following conditions exist:

- The increase will not produce a higher profit margin for the contractor than that on the original contract.

Some acceptable forms of the evidence referred to above may take the form of a certified invoice or bill. The price increase evidence provided by the contractor shall be independently verified and approved by the procurement officer or contract administrator prior to the effective date of the price increase.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The state will make monthly payments based on a work performed during the previous month.

SEC. 3.06 INVOICING

Each billing must consist of an invoice and Service Report. Invoices are to be mailed directly to the Project Manager at the address on the Standard Agreement Form (contract document). The State will pay all invoices within thirty (30) days of final approval by the Project Manager. No payment will be made until the Service Report and invoice has been approved by M&O.

SEC. 3.07 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Transportation & Public Facilities 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.

SEC. 3.08 LOCATION OF WORK

The location the work is to be performed, completed and managed is Skagway, Alaska.

The state will provide work space with internet connection. 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 this requirement or to obtain a waiver may cause the state to reject the proposal as non-responsive, or cancel the contract.

SEC. 3.09 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 3.10 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.11 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.

SEC. 3.12 F.O.B. POINT

All goods and services purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

SEC. 3.13 CONTRACT PERSONNEL

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

SEC. 3.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director

may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

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

SEC. 3.15 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

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

SEC. 3.16 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.

SEC. 3.17 TERMINATION FOR DEFAULT

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

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in Section 8. ATTACHMENTS.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 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 and provide all information requested.

The following instructions describe the format of how the offeror's proposals should be assembled, and the order in which the proposal is to be submitted. These instructions are provided to ensure a complete submission of the information necessary for an equitable analysis and evaluation of proposals submitted in response to this RFP. Each offeror must provide every component listed below, in the order shown, using the format described for each component. A proposal may be rejected if it is incomplete or conditional in nature.

The RFP response will contain three (3) sections: (1) Proposal Transmittal with Checklist, (2) Technical Component, and (3) Cost Proposal.

Proposal Transmittal <<< SECTION A>>>

The following summary provides the required content and sequential order in which proposals are to be presented. For easier identification of RFP requirements and documentation, DOT&PF recommends that all proposals are assembled as indicated in this section. An offeror's failure to include these items in their proposal may cause their proposal to be determined non-responsive and the proposal may be rejected. At the discretion of the offeror, other items not identified may be supplied with the proposal if the offeror feels that the additional information is pertinent to their proposal response. This list is not all inclusive.

1. Required proposal copies: Offerors must submit **One** (1) hard copy original of their proposal, in writing, and **Two** (2) CDs or thumb drives containing an electronic copy of the entire proposal. **One** (1) CD or thumb drive will contain the transmittal information and the technical proposal. **One** (1) CD or thumb drive will contain the cost proposal. The proposal response should be addressed to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified.

Emailed, faxed or oral proposals **will not be accepted**.

2. Proposal Submittal Letter: Include a transmittal letter containing the complete name (as it appears on the business license) and mailing address of the firm, telephone number, and email address of the contact person for the proposal.

The following information **MUST** be addressed in the letter or as an attachment within the transmittal section.

- ☐ Authorized signature (Section 1.09 (a))
- ☐ Offeror's Certification A-H (Section 1.09 (b))
- ☐ Vendor Tax ID proof OR Vendor Tax ID number (Section 1.09 (c))
- ☐ Conflict of Interest Disclosure (Section 1.09 (d))
- ☐ Federal Requirements (Section 1.09 (e))
- ☐ Review Insurance Requirements (Section 3.16)
- ☐ Valid Alaska Business License Proof (Section 6.02)

- ☐ Alaskan Bidder's Preference Statement <if applicable> (Section 6.12)
- ☐ Alaskan Veteran Preference Statement <if applicable> (Section 6.13)
- ☐ Review & Agree to Standard Contract Provisions (Section 7.01)
- ☐ Disclosure of Proposal Contents <if applicable> Section 7.07
 - **NOTE:** Offeror's shall **not** include a disclaimer on all of the proposal pages. If the offeror's proposal includes trade secrets, confidential and other proprietary information, this information must be individually identified and shall include the reason(s) for confidentiality.
 - The Procurement officer will make the determination in writing if the information is to be maintained confidential. Following the Notice of Intent to Award, proposals become public information. Procurement records must include information to support the selection of contractor(s), typically this includes cost, qualifications, and other key components of a proposal.
- ☐ RFP Amendments: All amendments issued for this RFP that require acknowledgement must be signed and included with the proposal [enclose only required signed amendments].
- ☐ RFP Submittal Checklist: The checklist is an integral part of the RFP, it must be signed and be included in the Proposal Transmittal Section (Attachment #6).

Proposal [Technical Component] <<< SECTION B>>>

- ☐ Title Page
- ☐ Table of Contents
- ☐ Prior Experience Evidence (Section 1.05)
- ☐ Experience and Qualifications (Section 4.03)

Overall Technical Proposal Contents: The technical proposal must include the information outlined in Section 1.05 Prior Experience, and Section 4.03 Experience and Qualifications of this RFP. All proposals will be evaluated against Section 5 of this RFP. At a minimum, the following sections must be addressed within the Technical Proposal. No cost information may be included in the technical proposal.

- 4.03 – Experience and Qualifications
- 1.05 - Contractor's Prior Experience Evidence of Qualifications

COST PROPOSAL <<< SECTION C>>>

- 1. Title Page:** Title page must include the name of the Company/Firm submitting the proposal, RFP Title, RFP number, Proposal Due Date, and must be labeled as Cost Proposal.
- 2. Cost Proposal Contents:** The Cost Proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified, and submitted based on the instructions provided in Section 1.08 and Section 4.04 of this RFP.

SEC. 4.02 INTRODUCTION

See Section 4.01 PROPOSAL FORMAT AND CONTENT, Proposal Transmittal Section A Item 2 Proposal Submittal Letter for requirements. An offeror's failure to include the listed items in their proposal may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 4.03 EXPERIENCE AND QUALIFICATIONS

Offerors must provide descriptions of previous or current work, which may include work completed for the same agency, that demonstrate experience and qualifications. Proposals will be evaluated based on the details, descriptions and examples of the offeror's previous/current work product and the offeror's experience with the type of work required to complete this project. The offerors resume must indicate their knowledge and experience of the following minimum requirements.

- Establishing avalanche control programs
- Avalanche forecasting
- Use of avalauncher, especially the Falcon GT and/or other explosive charges used for snow blasting and avalanche control.
- Training avalanche forecasting and avalanche safety procedures

Provide evidence demonstrating that the minimum prior experience requirements are met by the Contractor per Section 1.05 PRIOR EXPERIENCE of this RFP.

SEC. 4.04 COST PROPOSAL

Offerors must complete and submit the Cost Proposal Form provided in the RFP. No changes or alterations to the Cost Proposal Form are permitted.

The cost proposal must identify a firm fixed price for year 1 of the contract that includes all direct and indirect costs associated with the performance of the contract, including, but not limited to, direct expenses, payroll, supplies, travel, lodging, per diem and overhead assigned to each person working on the project and profit. Submit only one Cost Proposal in a separate, sealed envelope.

In order to be considered responsive offerors must enter a fixed price cost for year one (1) that includes all costs associated with providing the services listed in Section 3.01 Scope of Work & Deliverables.

SEC. 4.05 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.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

SEC. 5.01 EXPERIENCE AND QUALIFICATIONS (50%)

Proposals will be evaluated against the questions set out below:

- 1) Do the individuals assigned to the project have experience with establishing avalanche control programs?
- 2) Do the individuals assigned to the project have experience with avalanche forecasting?
- 3) Do the individuals assigned to the project have experience with the use of an avalauncher, especially the Falcon GT and/or other explosive charges used for snow blasting and avalanche control?
- 4) Do the individuals assigned to the project have experience with training avalanche forecasting and avalanche safety procedures?

SEC. 5.02 CONTRACT COST (40 %)

Overall, a minimum of 40% of the total evaluation points for each lot 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 6.16

SEC. 5.03 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.

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

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

SEC. 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:

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

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

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

SEC. 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.

SEC. 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.

SEC. 6.05 DISCUSSIONS WITH OFFERORS

Discussions Held Must Be Accessible To prospective offerors With Disabilities. This Means that The Location Must Be Accessible.

In Addition, Signing Interpreters Or other Accommodations Must Be Provided If Required.

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

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

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

SEC. 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.

SEC. 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 Administrative Services Director's conference room on the 3rd floor of the Department of Transportation & Public Facilities Building in Juneau, Alaska.

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

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

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

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

SEC. 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.

SEC. 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:

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

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

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

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

SEC. 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.**

SEC. 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:

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

Alaska Bidder Preference Statement

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

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

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

SEC. 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;
- C. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- D. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

Alaska Veteran Preference Statement

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

SEC. 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.

SEC. 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:

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

SEC. 6.16 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES**(a) 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.

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

Offeror #3 receives 33.7 points.

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

(b) ALASKA OFFEROR PREFERENCE**Step 1**

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

100 Total Points Available in RFP x 10% Alaska offerors preference = 10 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

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.

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). This form is attached in **Section 8. ATTACHMENTS** 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.

SEC. 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.

SEC. 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.

SEC. 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.

SEC. 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.

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

Minor informalities that:

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

- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

A proposal from a debarred or suspended offeror shall be rejected.

SEC. 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.

SEC. 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.

SEC. 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.

SEC. 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.

SEC. 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.

SEC. 7.11 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with SEC. 7.05 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:

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

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.

SEC. 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.

SEC. 7.13 SOLICITATION ADVERTISING

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

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

- 1) Proposal Evaluation Form
- 2) Cost Proposal Form
- 3) Standard Contract Form & Appendix A
- 4) Appendix B1 Indemnity and Insurance
- 5) Notice of Intent to Award (NIA)
- 6) RFP Submittal Checklist

ATTACHMENT 1: PROPOSAL EVALUATION FORM

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

Offeror Name: _____
Evaluator Name: _____
Date of Review: _____
RFP Number: 2519S038

EVALUATION CRITERIA AND SCORING

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

5.01 Experience and Qualifications—50 Points

Proposals will be evaluated against the questions set out below.

1) Do the individuals assigned to the project have experience with establishing avalanche control programs?

NOTES: _____

2) Do the individuals assigned to the project have experience with avalanche forecasting?

NOTES: _____

3) Do the individuals assigned to the project have experience with the use of an avalauncher, especially the Falcon GT and/or other explosive charges used for snow blasting and avalanche control?

NOTES: _____

4) Do the individuals assigned to the project have experience with training avalanche forecasting and avalanche safety procedures?

NOTES: _____

EVALUATOR'S POINT TOTAL FOR EVALUATED SECTION 5.01: _____

5.02 Contract Cost — 40 Percent

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.

5.03 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.

ATTACHMENT #2 COST PROPOSAL FORM

Offerors must complete and submit this Cost Proposal Form provided in the RFP. No changes or alterations to the Cost Proposal Form are permitted.

The cost proposal must identify a firm fixed price for year 1 of the contract that includes all direct and indirect costs associated with the performance of the contract, including, but not limited to, direct expenses, payroll, supplies, travel, lodging, per diem and overhead assigned to each person working on the project and profit. Submit only one Cost Proposal in a separate, sealed envelope.

In order to be considered responsive offerors must enter a fixed price cost for year one (1) that includes all costs associated with providing the services listed in Section 3.01 Scope of Work & Deliverables.

Fixed Price Cost for Year One (1)	\$ _____
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Cost proposals in excess of \$45,000 will be considered non-responsive and rejected.

ATTACHMENT # 3 STANDARD CONTRACT FORM & APPENDIX A**STANDARD CONTRACT FORM****Goods and Non-Professional Services**

The parties' contract comprises this Standard Contract Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number ■	2. Contract Title ■	3. Agency Fund Code ■	4. Agency Appropriation Code ■
5. Vendor Number ■	6. IRIS GAE Number (if used) ■	7. Alaska Business License Number ■	
This contract is between the State of Alaska,			
8. Department of ■	Division ■	hereafter the State, and	
9. Contractor ■		hereafter the Contractor	
Mailing Address ■	Street or P.O. Box ■	City ■	State ■
		ZIP+4 ■	

<p>10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Contract:</p> <p>2.1 Appendix A (General Conditions), Items 1 through 18, govern contract performance.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the scope of work/services to be performed by the contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins ■, and ends, ■.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$■ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:</p>	
11. Department of ■	Attention: Division of ■
Mailing Address ■	Attention: ■

12. CONTRACTOR	13. CONTRACTING AGENCY
Name of Firm ■	Department/Division ■
Signature of Authorized Representative ■	Signature of Procurement Officer ■
Typed or Printed Name of Authorized Representative ■	Typed or Printed Name of Procurement Officer ■
Date ■	Date ■

SCF.DOC (Rev. 04/14)

Avalanche Control Skagway, Alaska

APPENDIX A

GENERAL CONDITIONS

- 1. Inspections and Reports:**
The department may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.
- 2. Suitable Materials, Etc.:**
Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.
- 3. Disputes:**
If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620-AS 36.30.632
- 4. Default:**
In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
- 5. No Assignment or Delegation:**
The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.
- 6. No Additional Work or Material:**
No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.
- 7. Independent Contractor:**
The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.
- 8. Payment of Taxes:**
As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.
- 9. Compliance:**
In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.
- 10. Conflicting Provisions:**
Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it 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) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.
- 11. Officials Not to Benefit:**
Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.
- 12. Contract Prices:**
Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.
- 13. Contract Funding:**
Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
- 14. Force Majeure:**
The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
- 15. Contract Extension:**
Unless otherwise provided, the State and the contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.
- 16. Severability:**
If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- 17. Continuing Obligation of Contractor:**
Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.
- 18. Governing Law; Forum Selection**
This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

ATTACHMENT #4 APPENDIX B1 INDEMNITY AND INSURANCE

APPENDIX B¹ 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.

ATTACHMENT # 5 NOTICE OF INTENT TO AWARD**NOTICE OF INTENT TO AWARD A CONTRACT**

Department of Transportation
 Statewide Contracting and Procurement
 P.O. Box 112500
 (3132 Channel Drive, Suite 300)
 Juneau, Alaska 99811-2500

THIS IS NOT AN ORDER**DATE ISSUED:****TBD****RFP NO.: 2519S038****ITB OPENING DATE:****TBD****RFP SUBJECT:** Avalanche Control Skagway, AK**CONTRACTING OFFICER:** Chris Hunt**SIGNATURE:** _____

This is notice of the state's intent to award a contract. The figures shown here are a tabulation of the apparent low bidder(s). A bidder who wishes to protest this Notice of Intent must file the protest within ten calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. Bidders, identified here as the apparent low responsive bidders, are instructed not to proceed until a Purchase Order, Contract Award, or other form of notice is given by the Contracting Officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.

POINTS AWARDED	AWARD	RESPONSIVE YES / NO <i>1,2</i>	BIDDER
	@		Company Name #1
			Company Name #2
			Company Name #3

LEGEND: @ - AWARD TO BIDDER**SUMMARY**

Multiple contracts will be awarded as addressed in Section 1.02 Contract Award, of the RFP.

This is the State's Notice of Intent to Award contracts as follows:

Company
 Company Address
 City, State Zip Code

ATTACHMENT #6 RFP SUBMITTAL CHECKLIST

This checklist is an integral part of this RFP and the related proposal. The checklist **MUST** be included with the proposal. This checklist is not intended to be an all-inclusive list for all requirements of the RFP. It is the offerors responsibility to ensure all required items and information are addressed in their proposal. Signature on the checklist indicates that you have read the requirements stipulated by this RFP, and that the required information is submitted with your proposal. Signature of a binding officer of the proposing firm must sign the checklist. This signature will serve as the official signature of the proposal.

Pre-Proposal Activities:

- ☐ Register with Procurement Officer
- ☐ Request Disability Assistance (if needed) at least 10 days prior to proposal deadline (Section 1.10)
- ☐ Submit Written Questions in writing to Procurement Officer (Section 1.07) **Proposal Transmittal (Section A)**
- ☐ Offerors must submit **One** (1) hard copy original of their proposal, in writing, and **Two** (2) CDs or thumb drives containing an electronic copy of the entire proposal. **One** (1) CD or thumb drive will contain the transmittal information and the technical proposal. **One** (1) CD or thumb drive will contain the cost proposal. The proposal response should be addressed to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. (Section 1.08 and Section 4.01)

☐ **Proposal Submittal Letter** (Section 4.01) (see minimum information below for requirements)

- ☐ Authorized signature (Section 1.09 (a))
- ☐ Offeror's Certification A-H (Section 1.09 (b))
- ☐ Vendor Tax ID proof OR Vendor Tax ID number (Section 1.09 (c))
- ☐ Conflict of Interest Disclosure (Section 1.09 (d))
- ☐ Federal Requirements (Section 1.09 (e))
- ☐ Review Insurance Requirements (Section 3.16)
- ☐ Valid Business License Proof (Section 6.02)
- ☐ Alaskan Bidder's Preference Statement <if applicable> (Section 6.12)
- ☐ Alaskan Veteran Preference Statement <if applicable> (Section 6.13)
- ☐ Review & Agree to Standard Contract Provisions (Section 7.01)
- ☐ Disclosure of Proposal Contents <if applicable> (Section 7.07)
- ☐ RFP Amendments: All amendments issued for this RFP that require acknowledgement must be signed and included with the proposal [enclose only required signed amendments].

Proposal Technical Component (Section B)

Overall Technical Proposal –

The technical proposal must include the information outlined in Section 1.05 Prior Experience, and Section 4.03 Experience and Qualifications of this RFP. All proposals will be evaluated against Section 5 of this RFP. At a minimum, the following sections must be addressed within the Technical Proposal.

- Section 4.03 –Experience and Qualifications
- Contractor's Prior Experience Evidence of qualifications (Section 1.05)

- ☐ Title Page
- ☐ Table of Contents
- ☐ Contractor's Prior Experience Evidence of qualifications (Section 1.05)
- ☐ Experience and Qualifications (Section 4.03)

Proposal (Section C)

- ☐ Cost Proposal, Attachment 2 (**Separate envelope addressed to the Procurement Officer**) (Section 1.08 and Section 4.04)

RFP# 2519S038

Title: Avalanche Control Skagway, AK Proposal Due Date: October 30, 2018 at 3:00 p.m. [Alaska Time]

Company Name

Printed Name of Binding Official

Signature of Binding Official / Date