



STATE OF ALASKA
Department of Environmental Conservation
Division of Air Quality
410 Willoughby Avenue, Ste. 303
Juneau, AK 99801

Request For Proposals

RFP 2014-1800-1701
Date of Issue: **March 28, 2013**

State Implementation Plan Development and Technical Support

The Department of Environmental Conservation, Division of Air Quality, is soliciting proposals for a contractor to provide assistance in the development and maintenance of State Implementation Plans (SIPs) and control plans. This contract will provide technical assistance in the development/analysis of emission factors, inventories, modeling, control measure development/analysis/implementation, and general support and training on nonattainment, maintenance, transportation and fuel issues. Tasks also include conducting statistical analyses, preparing technical reports, and other technical work related to implementing National Ambient Air Quality Standards in Alaska.

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.

Chris Hunt
Procurement Officer
Department of Environment Conservation

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Glossary of Acronyms used in this solicitation:

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

Acronyms	Definition for RFP
AAC	Alaska Administrative Code
AQ	Air Quality (DEC Division)
AK	Alaska
AS	Alaska Statute
ASM	Acceleration Simulation Mode
CO	Carbon Monoxide
CRN	Contract Reference Number (referenced in Cost Proposal)
CRPAQS	California Regional Particulate Air Quality Study
DEC	Department of Environmental Conservation
EPA	Environmental Protection Agency
FNSB	Fairbanks North Star Borough
FTP	Federal Test Procedure
FY	Fiscal Year (state)
HC Data	Hydrocarbon Data
I/M	Inspection and Maintenance
IMVETs	I/M vehicle emissions test system
LADCo	Lake Michigan Air Directors Consortium
MOVES	Motor Vehicle Emission Simulator
NAAQS	National Ambient Air Quality Standards
NOx	Nitrogen oxides
PM 2.5	Particulate Matter less than 2.5 micrograms
SCFM	Standard cubic feet per minute
THC	Total Hydro Carbon
RFP	Request for Proposal

SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Offerors must submit **Four (4)** hard unbound copies of their proposal, in writing and **TWO (2)** CDs containing electronic copies of the entire proposal. **One (1)** CD will contain the technical proposal and transmittal information. **One (1)** CD will contain the cost proposal.

The proposal response should be addressed to the procurement officer, and should be addressed as follows:

Business Name
Return Mailing Address

**Department of Environmental Conservation
Division of Administrative Services
Attention: Chris Hunt**

Mailing Address
**410 Willoughby Avenue, Suite #303
P.O. Box 111800
Juneau, Alaska 99811-1800**

INDICATE THE FOLLOWING: BOX / PACKAGE No: _____ of _____

PROPOSAL DUE DATE: April 30, 2013, at 3:00 p.m. Alaska Time

CONTENTS: RFP # 2014-1800-1701

RFP Title: State Implementation Plan Development and Technical Support

Proposals must be received no later than 3:00 P.M., Alaska Time on **April 30, 2013**. Fax, email, or oral proposals will **NOT** be accepted. DEC will not be held responsible for an offeror's inability to submit proposals prior to the set date & time indicated. Note: Please take into consideration that due to weather, scheduling and location there is no overnight delivery service to Juneau, Alaska.

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 accepted for evaluation. Late proposals will be returned unopened to sender.

PROCUREMENT OFFICER:

Chris Hunt
Phone (907) 465-5037 / Fax (907) 465-5099
Email: chris.hunt@alaska.gov

TDD/TYY Relay Service: (907) 770-8973 OR Dial 7-1-1- [from anywhere inside Alaska]
TDD/TYY Relay Service: (800) 770-8255 dial TOLL FREE from anywhere outside the State of Alaska
Other Alaska Relay Telephonic Accessibility Information: **www.AlaskaRelay.com**

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than (10) days prior to the deadline of receipt of proposals.

The State of Alaska can provide one hard copy of the Request for Proposal (RFP), if necessary. Additional RFPs may be purchased for the cost of reproduction, \$0.25 per page.

1.02 Contract Term and Work Schedule

The contract term and work schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be from the date of award, approximately **July 1, 2013**, until **June 30, 2014**, with the option to renew for three (3) additional one (1) year terms. Contingent upon legislative appropriation and other considerations, the contract renewal for Fiscal Years 2015, 2016, 2017, will be issued at the sole discretion of the State. DEC Fiscal Years run from July 1 through June 30 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.

The approximate contract schedule is as follows:

State of Alaska Issues RFP **March 28, 2013**

- Written questions due to Procurement Officer 4:30 pm on **April 9, 2013**,
- Department will issue response to written questions **April 11, 2013**,
- Proposal due date (3:00 p.m.) Alaska Time **April 30, 2013**
- Proposal Evaluation Committee completes evaluation **May 7, 2013**
- State of Alaska issues Notice of Intent to Award a Contract **May 8, 2013**,
- State of Alaska issues contract **May 20, 2013**,
- Contract Start Date **July 1, 2013**,

1.03 Purpose of the RFP

The Department of Environmental Conservation, Division of Air Quality, is soliciting proposals for a contract to provide assistance in the development and maintenance of State Implementation Plans (SIPs) and control plans. This contract will provide technical assistance in the development/analysis of emission factors, inventories, modeling, control measure development/analysis/implementation, and general support and training on nonattainment, maintenance, transportation and fuel issues. Tasks also include conducting statistical analyses, preparing technical reports, and other technical work related to implementing National Ambient Air Quality Standards in Alaska.

1.04 Budget

Department of Environmental Conservation, Division of Air Quality, estimates a total budget of \$1,200,000 dollars, if the first year is completed and all three optional renewals are used. Proposals priced above this amount will be considered non-responsive.

Budget by State Fiscal Year:

FY2014 = \$ 300,000
FY2015 = \$ 300,000
FY2016 = \$ 300,000
FY2017 = \$ 300,000

1.05 Location of Work

The location(s) the work is to be performed, completed and managed is at the contractor's office facilities. Certain tasks may require travel within Alaska, typically to Juneau, Anchorage and Fairbanks.

The State will not provide work-space for the contractor. The contractor must provide its own work-space.

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for one (1) employee to make at least five (5) round trips total (three (3) full 7.5 hour working days per trip), with two (2) of the trips to Anchorage, two (2) of the trips to Fairbanks, and one (1) trip to Juneau. Travel to other locations is not anticipated

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.

1.06 Human Trafficking

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

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/>

Failure to comply with this requirement will cause the state to reject the proposal as non-responsive, or cancel the contract.

1.07 Assistance to Offerors with a Disability

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

1.08 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the proposal opening. This will allow 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 time set for opening.

1.09 Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the issuing office, addressed to the procurement officer, and received no later than 4:30 pm on April 9, 2013. The interested party must confirm telephone conversations in writing. Email questions to **chris.hunt@alaska.gov** OR send via fax to (907) 465-5099. A follow up phone call should be made to confirm or questions to the procurement officer at (907) 465-5037.

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

1.10 Amendments

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

1.11 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.

1.12 Right of Rejection

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

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

Minor informalities that:

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

may be waived by the procurement officer.

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

1.13 State Not Responsible for Preparation Costs

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

1.14 Disclosure of Proposal Contents

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

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

1.15 Subcontractors

Sub contractors may be used to meet Section 2.08, prior experience requirements of this RFP. If using a sub-contractor to meet the requirements for this RFP, the information outlined in 2.08 and 6.06 must be provided for each subcontractor in order for the proposal to be considered responsive.

Subcontractors may be used to perform work under this contract. If subcontractors are employed under this contract, the main contractor must include in the proposal the communication lines and processes between the main contractor and subcontractor(s).

If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform. Failure to identify subcontractors in the contractor's proposal response may cause your proposal to be non-responsive to some or all of the services as described in this RFP. The following information must be included in your proposal response:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;

If the required items listed above are not submitted with the proposal, the proposal shall be found non-responsive and will be rejected.

The following information concerning each prospective subcontractor must be provided to the state within five working days from the date of the state's request.

- (e) evidence that the subcontractor holds a valid Alaska business license; and
- (f) a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

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 director. If the offeror intends to use a subcontractor, the information identified in this section must be included with the proposal response.

If during the contract period, there is an unanticipated need to add a subcontractor to perform a portion of the services for this contract, PRIOR approval must be obtained from the Project Director. The contractor must provide a written justification why there is a need to add a subcontractor and must provide the information in A- F above and the proposed subcontractor rates.

1.16 Joint Ventures

For the purpose of this solicitation, joint ventures will not be allowed.

1.17 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.

1.18 Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner, Department of Environmental Conservation or the Commissioner's designee, 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 or the Commissioner's designee, determination regarding any questions of conflict of interest shall be final.

1.19 Right to Inspect Place of Business

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

1.20 Solicitation Advertising

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

1.21 News Releases

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

1.22 Assignment

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

1.23 Disputes

Any dispute arising out of this agreement will be resolved under the laws of the State of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for the State of Alaska.

1.24 Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SECTION TWO STANDARD PROPOSAL INFORMATION

2.01 Authorized Signature

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

2.02 Pre-proposal Conference

The Department of Environmental Conservation, Division of Air Quality, ***WILL NOT*** hold a pre-proposal conference. DEC strongly encourages offeror's to submit written questions regarding this proposal by April 9, 2013 before 4:30 p.m. Alaska time. Questions should be addressed to the Procurement Officer and submitted in writing. The response to any questions received will be provided according to the schedule as outlined in RFP Section 1.02. If questions are received, the responses will be posted on the State of Alaska public notice site within the RFP notice for this solicitation. Please send questions via FAX Attn: Chris Hunt to (907) 465-5099 or E-MAIL to chris.hunt@alaska.gov.

2.03 Site Inspection

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

2.04 Amendments to Proposals

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

2.05 Supplemental Terms and Conditions

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

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

2.06 Clarification of Offers

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

2.07 Discussions with Offerors

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

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

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

2.08 Prior Experience

In order for their offers to be considered responsive, Offeror's must meet all of these minimum prior experience requirements. Subcontractors may be used to meet prior experience requirements of this RFP. See section 1.15 for specific subcontractor requirements.

For purpose of meeting responsiveness to this Section, you must provide the information requested to meet each of the requirements below. Use Electronic Attachments 9 and 10 to document the minimum prior experience necessary to be considered responsive, include any sub contractors used in the Project Team to meet the minimum experience requirements. Additionally, any personnel meeting these requirements must clearly indicate these qualifications in their resumes, as part of RFP Section 6.06, this includes sub contractors. Project Team resumes should cross reference contracts listed under 'Firm' using the Contract Reference Number (CRN) where appropriate. Refer to Electronic Attachments 9 and 10 for specific instructions.

Firm:

The firm must have at least 10 years of contracted experience in air quality related project management. Prior experience must include managing at a minimum, one project with a minimum budget of \$500,000. Attachment 9 must be used to document prior experience necessary to be considered responsive to this section.

Personnel:

Project Manager(s) – At least one project manager must be identified in the proposal. However, more than one project manager is acceptable. If there is more than one project manager, there must be a clear discussion within the management plan that identifies each project manager's role.

Project Team – Each person associated with this proposal will have a resume that identifies their education and experience and be referenced as appropriate Attachment 10. Detailed descriptions of their anticipated

contribution will be included in the management plan. Attachment 10 must be used to document prior experience necessary to be considered responsive to this section.

Experience: An offeror may use one or more employees to meet the minimum requirements. As an example, a single person could be offered that meets all or more than one set of the minimum requirements. All experience related to minimum qualification must be discussed under Experience and Qualifications (RFP Section 6.06) as well as through personnel resumes.

1. **Project Manager(s)** Each project manager associated with this proposal should have at least 8 years of contracted experience in air quality or environmental related project management. Any experience not referenced within the firm's list of contracts, must be clearly identified in the personal resume.
2. **Emission Inventory/SIP Development**
 - 3 years experience in preparing mobile, non-road and area source emission inventories
 - 3 years experience in analyzing and evaluating air pollution control strategies for mobile, non-road and area sources
 - 2 years experience in preparing stationary source emission inventories
 - 3 years experience running emission, dispersion, photochemical grid, and/or statistical models (specific experience using MCIP, SMOKE and CMAQ models should be emphasized)
 - 3 years experience running dispersion models for stationary sources
 - Previous experience developing various SIP documents
3. **Experience with EPA MOVES Model**
 - 1 year experience with the MOVES model. Include all experience with the model; experience using the model for cold weather climates is preferred. Experience with SMOKE/MOVES is also desired.
4. **Experience Evaluating Vehicle Control Strategies**
 - 3 years minimum experience evaluating and analyzing automotive emission control systems including emissions benefit and cost benefit analyses.
5. **Transportation Planning**
 - 3 years experience in evaluation use of alternative fuels as control strategies for air pollutions
 - 3 years experience in evaluating motor vehicle emission Inspection & Maintenance (I/M) programs. Any experience conducting performance testing of IM analyzers should be included.
 - 3 years experience with dealing with transportation and general conformity issues.
 - 1 year experience related to ultra low sulfur fuel issues (diesel and gasoline)
6. **Strategic Planning and Negotiation**
 - Experience in providing technical support in negotiations on behalf of a State or local agency when dealing with federal agencies or actions.

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

The Department reserves the right to request evidence to support the required minimum prior experience at any time during the life of the contract.

2.09 Evaluation of Proposals

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section SEVEN of this RFP.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

2.10 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.

2.11 Alaska Business License and Other Required Licenses

At the time the proposals are opened, all offerors must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. Proposals must be submitted under the name as appearing on the person's current Alaska business license in order to be considered responsive. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Offerors must submit evidence of a valid Alaska business license with the proposal. An offeror's failure to submit this evidence with the proposal will cause their proposal to be determined non-responsive. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license;
- (b) certification on the proposal that the offeror has a valid Alaska business license and 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 affidavit 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.
- Mining licenses issued by Alaska Department of Revenue.

2.12 Application of Preferences

For the purpose of this solicitation, this section does not apply. See section 2.15 for allowable preferences under this solicitation.

2.13 Formula Used to Convert Cost to Points AS 36.30.250 & 2 AAC 12.260

The distribution of points based on cost will be determined as set out in 2 AAC 12.260 (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 through the method set out below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular RFP. See section SEVEN to determine the value, or weight of cost for this RFP.

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

List all proposal prices, adjusted where appropriate by the application of all applicable preferences.

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

[STEP 2]

Convert cost to points using this formula.

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

The RFP allotted 40% (40 points) of the total of 100 points for cost.

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

$$\begin{array}{ccccccc} \$40,000 & \times & 40 & = & 1,600,000 & \div & \$42,750 & = & 37.4 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#2} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

Offeror #3 receives 33.7 points.

$$\begin{array}{ccccccc} \$40,000 & \times & 40 & = & 1,600,000 & \div & \$47,500 & = & 33.7 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#3} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

2.14 Minority Business Enterprise & Women's Business Enterprise (MBE/WBE) AS 36.30.890

Minority and Women's Business Utilization

In order to be deemed a bona fide Minority Business Enterprise (MBE) or Women's Business Enterprise (WBE) a firm must be certified by the Small Business Administration (SBA) other Federal or State Agency, or be self

certified as an independent business concern which is at least fifty-one percent (51%) owned and controlled by minority group members or women.

It is the responsibility of the offeror to include in their proposal an affidavit of their qualifications and of the qualifications of their subcontractor's for this preference.

Each eligible MBE/WBE Enterprise will receive 50 points as indicated in the Section Seven (7) evaluation criteria

2.15 Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion – Executive Order 12549, 29 CFR Part 98, Section 98.510

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 must be completed and submitted with your proposal.

2.16 Contract Negotiation

2 AAC 12.315 CONTRACT NEGOTIATIONS After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held by teleconference in the Anchorage Office conference room on the 2nd floor of the Bayview building located at 619 E Ship Creek Avenue Suite # 249 in Anchorage, Alaska or in the Juneau Office conference room on the 2nd floor of the Environmental Conservation Building located at 410 Willoughby Avenue in Juneau, Alaska.

If contract negotiations take place in either Anchorage or Juneau, Alaska, and if the offeror is required to attend in person, the offeror will be responsible for their travel and per diem expenses. If needed, Contract Negotiation arrangements will be determined by the Project Director at this time.

2.17 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.

2.18 Notice of Intent to Award (NIA) — Offeror Notification of Selection

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

2.19 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
- e. the form of relief requested.

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

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

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

SECTION THREE

STANDARD CONTRACT INFORMATION

3.01 Contract Type

The contract resulting from this RFP will be a Firm Fixed Price with adjustments contract. In addition to a fixed labor rate, this contract includes separate costs for materials used under the contract. The contractor's cost established as a result of this solicitation will remain firm through June 30, 2015.

CPI price adjustments will begin July 1, 2015, and July 1, 2016 (FY 2016 & 2017), and will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-W) for Urban Wage Earners and Clerical Workers, All Items, Anchorage Area.

DEC will allow an annual CPI adjustment only to the Contractor's Hourly rates, which will be incorporated as part of the Compensation Appendix D of the successful bidder's contract. Contractor must request price adjustments, in writing, a minimum of 30 days prior to the new fiscal year. CPI rates are not retroactive if not requested prior to

the new fiscal year, and will be effective as of the contract approved amendment date. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average July through December 2014, and each July through December six month average thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

CPI Reports are available online at:

<http://data.bls.gov/labjava/outside.jsp?survey=cw>

1. City: Anchorage, AK
2. Item: All Items
3. Seasonal Adjustment: Not Seasonal Adjusted

3.02 Contract Approval

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Environmental Conservation, 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.

3.03 Standard Contract Provisions

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

3.04 Proposal as a Part of the Contract

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

3.05 Additional Terms and Conditions

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

3.06 Insurance Requirements

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

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

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

3.07 Bid Bond - Performance Bond - Surety Deposit

For the sole purpose of this RFP, this section does not apply.

3.08 Contract Funding

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

3.09 Proposed Payment Procedures

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director.

3.10 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Environmental Conservation 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.

3.11 Informal Debriefing

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

3.12 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.

3.13 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.

3.14 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.

3.15 Liquidated Damages

For the sole purpose of this RFP, this section does not apply

3.16 Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the 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 Environmental Conservation or the Commissioner's designee.

3.17 Contract Invalidation

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

3.18 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 contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

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

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

SECTION FOUR BACKGROUND INFORMATION

4.01 Background Information

Background information concerning this project is as follows:

The State of Alaska has a number of Clean Air Act maintenance areas and non-attainment areas. Currently, the most active non-attainment area is the Fairbanks North Star Borough (FNSB) which was designated a non-attainment area for fine particulate matter (PM_{2.5}) by the Environmental Protection Agency in 2009. The State of Alaska's intended goal was to meet the required due date for a submittal of a State Implementation Plan (SIP) for the Fairbanks area in 2012. However, due to local controversy and changes to planned local programs, the development and implementation of the SIP has been delayed. At the time of this issuance of this RFP, the State is redefining the SIP development schedule with a goal for a submittal to EPA within the 2013 calendar year. The plan is still intended to identify the causes of the problem and the control strategies to bring the community into attainment, but will need to be developed as a Reasonable Further Progress SIP instead of an attainment SIP demonstrating compliance with the NAAQS by 2014. Various studies have been conducted to assist in categorizing the various causes of the violations. Fairbanks is currently exceeding the 24-hr standard of the NAAQS, and may also be exceeding the newly promulgated annual standard for PM_{2.5} as well.

Particulate Matter (PM) is also a pollutant of concern in other parts of Alaska. Currently Alaska has two non-attainment areas for PM₁₀, Juneau and Eagle River. Both of these communities have submitted Limited Maintenance Plans to EPA. Eagle River should be formally designated as a maintenance area in the spring of 2013. Juneau and the Matanuska-Susitna Borough are also close to the threshold of the 24-hr PM_{2.5} standard. There are also issues with PM₁₀ in rural Alaska associated with road dust.

The State of Alaska has carbon monoxide (CO) maintenance areas in Anchorage and Fairbanks. These maintenance areas are fairly well established, and Limited Maintenance Plans are currently being processed for their 2nd 10-year planning requirement.

In addition to CO and PM-related issues, the department is also responsible for planning related to regional haze, hazardous air pollutants, ultra low sulfur fuels and possibly climate change.

SECTION FIVE SCOPE OF WORK

5.01 Scope of Work

The Department of Environmental Conservation (DEC), Division of Air Quality, is soliciting proposals for a single Professional services contract. The selected Contractor will be providing technical assistance in the development and analysis of emission factors, inventories, modeling, control measure development/analysis/implementation, and general support and training on nonattainment, maintenance, transportation and fuel issues. Tasks also include conducting statistical analyses, preparing technical reports, and other technical work related to implementing National Ambient Air Quality Standards in Alaska (NAAQS). Initial focus of the first year will be on the PM_{2.5} SIP for the Fairbanks North Star Borough. However this contract may also be used when the Division has other SIPs or air quality issues, including new and revised NAAQS, for which the department needs additional technical assistance. The scope of work for this contract has 8 main areas of focus, however, they may not all be utilized in any given year.

- (a) **Research and review of air quality issues** - As needed and upon request of the project manager, provide research and review of current and proposed federal regulations, guidance documents, and relevant studies for their relevance to current issues facing Alaska or of special interest to Alaska.

- (b) **SIP Planning and Development** – analyze various control strategies and control programs, estimate emissions from sources, perform modeling or analyses to demonstrate compliance with the standards, develop technical documents for inclusion or in support of a SIP and draft chapters of a SIP.
- (c) **Emission Inventory (EI) preparation and support** – assist in the preparation of emission inventories needed to support a SIP. This can include point, on-road mobile, non-road mobile, and area source emission inventories. This effort could include data gathering, including determining levels of activity through the use of surveys or solicitations. Perform EI calculations through the selection and correct implementation of appropriate calculation methods for the emission sector. Identify appropriate emission factors and, where needed, assist in developing or identifying appropriate emission factors when one is not readily available. Under this area of focus, technical assistance could also be used in preparing the various emission inventories identified above in support of meeting federal reporting requirements – as required for the Air Emissions Reporting Requirements (AERR) or the Consolidated Emissions Reporting Rule (CERR).
- (d) **Research and Development for Control Programs** – provide technical support to the department by conducting research and development activities related to air quality emissions and controls. The contractor may be asked to research emission standards, test methods, best management practices, and control devices or programs including special consideration for any cold temperature effects or other issues relevant to Alaska. The scope of control programs that could be addressed is broad and is anticipated to focus on diesel engines, home heating devices, and motor vehicles. The contractor may be asked to perform testing, develop research reports, and provide recommendations to the department related to findings.
- (e) **Technical Liaison** – provide technical support to the department when dealing with federal agencies, such as, EPA, FHWA, FAA, Corps of Engineers, other State Departments, local communities and the general public. Often it is difficult to successfully convey technical information to nontechnical audiences. Liaison support is two-fold: assistance in developing simple messages that could be used to support public involvement programs, and be a technical expert advocating for Alaskan or department issues on complex air quality science.
- (f) **Data and Statistical Analysis** - conduct data and statistical analysis on information collected by the department or local air agency and calculate emission benefits from special projects such as Congestion Mitigation and Air Quality (CMAQ) projects run by, or sponsored by the department. For example, analyze and calculate benefits from diesel grants for PM reduction projects.
- (g) **Modeling support** - provide modeling support where needed, both transportation related and ambient air related. Modeling support could be actually running the models, providing inputs to models, analyzing the results of models, providing mentoring and or training to Division staff on the use of a model, commenting on a new model, or developing options for model modifications.
- (h) **General technical support for air quality related issues** – provide assistance in areas such as conformity (transportation and general), I/M analyzer specification review, program development, I/M analyzer acceptance testing, and fuel related issues,
- (i) **Drafting and writing of technical documents** – prepare technical documents or white papers in support of all the focus areas above (a-h).

It is anticipated that the majority of the Fairbanks PM_{2.5} SIP work will be accomplished in FY14 and FY15. FY16 and FY17 work will likely focus on responding to new NAAQS and federal rules related to up and coming air quality issues and responding to requests for assistance from local communities including possibly looking at rural dust issues and control strategies. Section 5.02, Deliverables, outlines the specific tasks required with regards to these task groupings.

5.02 Deliverables

For purposes of the RFP, proposers should focus on the FY14 basic deliverables when developing their proposal. Once the contract has been awarded, FY14 deliverables may be modified, as needed, but will be within the scope of work identified in Section 5.01.

For FY 15, 16, 17 the contractor will be required to provide the types of deliverables outlined below. Exact deliverables for the other years will depend on funding, specific requirements and Division needs, but will be within the scope of work identified in Section 5.01.

FY14 Deliverables – For purposes of evaluation, proposals should focus on the FY14 Tasks. The FY15-17 deliverables are illustrative only.

The contractor will be required to provide the support for the following Tasks:

Task 1: Finalization of Fairbanks PM 2.5 Reasonable Further Progress SIP and support through the public review process. The following deliverables are based on the assumptions that the Fairbanks SIP is configured as a Reasonable Further Progress SIP and has been completed to the point of public comment prior to July 1, 2013.

- (a) Assist the department in the final documentation review and SIP chapter write-up to address comments received.
- (b) Perform Community Multi-Scale Air Quality Model (CMAQ) analysis with the Alaska setup (WRF, SMOKE/MOVES inputs) for two alternative scenarios to address public comments. Once a contract is established, the department can provide the initial modeling inputs and files for this effort.

The Alaska CMAQ model set-up will include a previous meteorology modeling domain of 201 x 201 km and 1.33 km grid size and 38 vertical layers using WRF meteorological files from two representative episode each lasting 17 days [DEC will provide the files]. CMAQ will need to be configured and recompiled using an Alaska developed CMAQ configuration. The configuration includes: changes to IC/BC conditions, diffusivity/advection schemes and source code changes that represent arctic surface conditions. SMOKE uses a complex and detailed custom inventory for Fairbanks (which will be provided upon contract issuance). There are multiple source sectors of the inventory, but mobile and area sectors are completely customized. A few examples that will need to be implemented are custom Alaska inputs for MOVES and area source/home heating customized inventory to have a finer spatial and temporal resolution to account for the severe weather conditions and will more accurately capture the activity and device mix represented in Fairbanks. Cost for set up should be included in proposal.

- (c) Prepare briefings for local assembly, elected officials or the public on the control measures and overview of plan. For purposes of proposal, please assume 3 briefings will be required. Should travel be required to make a presentation, it will fall within the number of trips specified in Section 1.05 of this RFP.
- (d) Evaluate and assess any new potential control measures identified during public review. For purposes of proposal, please assume 2 new control measures are identified.
- (e) Participate in discussions with EPA on MOVES implementation for Alaska specific needs. It is anticipated that 3-5 teleconferences may be needed for this purpose.

Task 2: Assist DEC with annual PM2.5 designations

- (a) Assist the department in review of air monitoring data and preparation of documentation for any areas that appear to violate the new annual PM2.5 standard. This effort may include technical analyses and reports of PM2.5 concentrations, meteorology, relevant jurisdictional boundaries, local emission sources, population and community demographics, traffic patterns, growth projections, and emission control programs. Fairbanks North Star Borough will likely be the only area in Alaska showing monitored violation of the annual NAAQS for PM2.5. Final documentation must be suitable for submittal to EPA for review and action.

- (b) Assist the department in evaluation of air monitoring data from the Alaska PM2.5 monitoring network and development of documentation supporting attainment recommendations for areas that are meeting the new annual PM2.5 standard. Monitoring sites are located in Anchorage, Juneau, Matanuska-Susitna Valley, and Fairbanks North Star Borough. Final documentation must be suitable for submittal to EPA for review and action.

Task 3: Assist DEC with analysis and tracking of air quality control programs

- (a) Assist the department with analyses and tracking of Fairbanks PM2.5 control programs. This effort may include assistance in developing annual survey questions and interpretation of survey data collected by a survey firm to determine changes in behavior relevant to control programs and reasonable further progress demonstrations. The department anticipates at least one annual heating-related survey will be conducted for the Fairbanks area during the Jan-March 2014 time period. Final documentation may be in the form of a technical report or memo.

Task 4: Assist DEC with research and development of air quality controls

- (a) Assist the department in researching and evaluating emission standards and testing methods for coal-fired residential heating devices. This effort could include researching existing test methods and standards, evaluating test methods for reproducibility and accuracy, determining feasibility and practicality, and recommending testing method(s) for use in certifying devices to an emission standard. Final documentation may be in the form of a technical report or memo.

NOTE: Proposals should identify, very specifically, the level of detail and effort needed for each task – including any subtasks. Accurate costs for the detail and effort is expected, it should be very clear what DEC will get or not get for the money proposed in each task. The department does not expect that all \$300,000 will be needed to complete all 4 tasks and that every bidder will not have the same score under the cost evaluation.

Potential FY15, FY16, FY17 deliverables include the following:

- Evaluation and development of transportation control measures – Assist in the evaluation of transportation control measures identified in SIPs. Assist in the development of new transportation control measures as new technology is developed.
- Evaluation and development of area source control measures – Assist in the evaluation of area source control measures identified in, or being developed for use in, Alaska SIPs. Assist in the development and evaluation of new area source control measures as new technologies are identified.
- Provide modeling support for new SIPs or to update existing SIPs - The contractor will assist in transportation related and ambient air related modeling as needed. Deliverables could include running the models, providing inputs to models, analyzing the results of models, providing mentoring and or training to Division staff on the use of a model, commenting on a new model, or developing options for model modifications.
- Provide technical support for the development of the Regional Haze progress report due in 2015 and assist with initial development of the 2018 Regional Haze update. Emission inventory work for the 2014 calendar year will be used for the 2018 update.
- Analysis of fuel-related issues and data – The contractor will provide assistance with technical questions and analyses related to alternative fuels and state mobile source fuel regulations. The contractor will need to be familiar with state and federal fuel rules and the unique conditions regarding fuel programs in Alaska.
- Conformity technical support analyses – Any project occurring in a non-attainment or maintenance area that has federal funding must undergo a process to determine there will be no impact on air quality. This is called conformity. The contractor must have experience in conformity as they could be called on to assist DEC in conformity related issues including the analysis of project level conformity determinations and changes to federal conformity rules.
- Calculating emission benefits from special projects – It is difficult to accurately calculate emissions from mobile sources. Contractor will have to be familiar with all the different methods to perform these calculations. Alaska receives funds and implements special projects to reduce mobile source emissions and

PM emissions. To justify the receipt of these funds, DEC needs to know if a reduction in pollutants has occurred, and if so, how large.

- Rural control strategies and public awareness – The contractor will provide assistance to address issues in rural Alaska, such as road dust, wood smoke, and open burning.
- General technical support - The contractor will provide technical assistance with questions and analyses related to transportation, NAAQS, and air quality. The contractor may be called to assist in emission factor development, emission estimations, and analysis of control programs. The contractor may provide assistance in evaluating federal and state rules and legislation, developing recommendations on positions related to policy and technical issues. The contractor will need to be familiar with state and federal fuel rules and the unique conditions regarding transportation and air quality programs in Alaska.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format and Content

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

The following instructions describe the format of how the offeror's proposals should be assembled, and the order in which the proposal data should 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 should contain three (3) sections: (1) Proposal Transmittal with Checklist, (2) Technical Component, and (3) Cost Proposal.

Proposal Transmittal <<< SECTION 1>>>

The following summary provides the required content and sequential order in which proposals are to be presented. 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:** Submit four (4) unbound hard copies, and two (2) CDs: one (1) containing the transmittal information and an electronic technical proposal, and one (1) containing an electronic cost proposal. (See RFP Section 1.01).
- 2. RFP Submittal Checklist:** The checklist is an integral part of the RFP, it must be signed and be included in the Proposal Transmittal Section.
- 3. Submittal / Introduction Letter:** The introduction letter must include the RFP contact person's information (see Section 6.02 for the minimum information required). It will be optional to the bidder if the following information is incorporated into the introduction letter, or addressed separately as attachments to the introduction letter, but the information **MUST** be included as part of the Proposal Transmittal Section:
 - Subcontractor Information, Section 1.15
 - Offeror's Certification, Section 1.17
 - Conflict of Interest Disclosure, Section 1.18
 - Statement of proposal valid for 90 days from RFP due date, Section 2.01
 - Authorized signature, Section 2.01 – proposal must be signed by an authorized person

- Vendor Tax ID proof, Section 2.10
- Standard Contract General Provisions: Statement describing objections to any of the provisions must be set out in the offeror's proposal [if applicable].
- RFP Amendments: All amendments issued for this RFP that require acknowledgement must be signed and included with the proposal [enclose **only** required signed amendments].

4. Evidence of Alaska Business License: At the time the proposals are opened, all offerors must hold a valid Alaska Business License, or present acceptable evidence as indicated in RFP Section 2.12. Failure to provide will cause your proposal to be non-responsive.

5. MBE/WBE: Provide certification that your firm meets requirements per RFP Section 2.15. (if applicable)

Proposal [Technical Component] <<< SECTION 2>>>

- 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 Technical Proposal.
- 2. Table of Contents:** Technical proposal must be labeled according to Table of Contents and the page numbers must be numbered consecutively.
- 3. Overall Technical Proposal Contents:** The technical proposal must include an overview of the project, and must include the information outlined in Sections 5 and 6 of this RFP. All proposals will be evaluated against Section 7 of this RFP. At a minimum, the following sections must be addressed within the Technical Proposal.
 - 6.03 – Understanding of the Project
 - 6.04 – Methodology Used for the Project
 - 6.05 – Management Plan for the Project
 - 6.06 – Experience and Qualifications

COST PROPOSAL <<< SECTION 3>>>

- 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 must be submitted on the Cost Proposal form provided by DEC (Section 8, Attachment 11). Modifications to this form will not be allowed. See RFP Section 6.07 for the specific requirements.

Attachment 11 & 11a- Cost Proposal Form for Tasks 1 thru 4 must also be included with the Cost Proposal.

6.02 Introduction

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a Minority Business Enterprise & Women's Business Enterprise (MBE/WBE). Proposals must be signed by a company officer empowered to bind the company. 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.

6.03 Understanding of the Project

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

Proposals must clearly address all four (4) tasks and identify what could be accomplished within the overall FY 14 budget of \$300,000. Proposals priced above \$300,000 for tasks 1 thru 4 will be considered non-responsive and will not be evaluated.

6.04 Methodology Used for the Project

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule. Detailed descriptions of methodology are required for those tasks where a methodology is needed. Should a proposer choose to reduce a methodology in order to meet the cost goals, then the portions of the methodology reduced should be identified as well as its corresponding costs.

6.05 Management Plan for the Project

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule. The management plan should cross reference the organization chart and individuals responsible for each component for the RFP as outlined in Section 6.06

6.06 Experience and Qualifications

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- a. title,
- b. resume,
- c. location(s) where work will be performed,
- d. itemize the total cost and the number of estimated hours for each individual named above.

Offerors must provide three (3) reference names and phone numbers for similar projects the offeror's firm has completed. Offerors must specifically address the required experience in 2.08 and have it documented clearly.

6.07 Cost Proposal

In order for your cost proposal to be considered responsible, each offeror must submit completed Attachments #11 and 11a. Failure to do so will classify your proposal as non-responsive.

In order to provide a fair evaluation on cost, the cost will be evaluated using the total costs for Task 1 thru 4. The Cost Proposal Form will calculate the Grand Total from each of the task's grand total (column J).

DEC will evaluate the cost proposal section based solely using the "grand Total for Tasks 1 thru 4 box", from the Cost Proposal Form, Attachment 11. Attachment 11 will calculate the combined 'Grand Total; (from Column J) for each task 1 thru 4. The proposal with the lowest combined Grand Total for all Tasks 1 thru 4, will be awarded 420 points. Proposals prices above \$300,000.00 for tasks 1 thru 4 will be considered non-responsive and will not be evaluated. Please see Section 5.02 for information related to submission of the Cost Proposal and additional cost information.

In addition to the cost summaries with Attachment 11 and 11a, cost proposals must also include detailed information by providing an itemized list of all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, travel, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

Attachment #11: Cost Proposal form – Offeror's must first complete and return Attachment 11 in the cost proposal section. **Modifications to Attachment #11 will not be allowed.** The completed attachment will reflect the offeror's proposed rates to accomplish each task (1 thru 4). The rates listed on this attachment should be reflective of the services that will be provided for DEC's anticipated budget from section 1.04 (without additional funding).

Attachment 11, Column E – Material/Other Direct Project Costs: Offeror's who include costs in Column E will include all the 'Material Costs/other direct costs' to provide DEC with the contractor's best estimate of the costs itemized per task. DEC considers the items listed in the 'Material Costs/other direct costs' to be direct expenses, and therefore will be fully reimbursed. The costs disclosed will be an estimate to complete each task in its entirety. Cost submitted in Column E for any of the tasks, must include the following information:
(1) an explanation of these expenses, and
(2) itemization of these costs.

Attachment #11a: Labor Costs – Offeror's must complete and return Attachment 11a in the cost proposal section. **Modifications to Attachment 11a will not be allowed.** Offeror's must use Attachment 11a, "Total Raw Labor" cost for each task 1 thru 4, and incorporate that cost into Attachment 11, Column A. The costs proposed by the Offeror's on Attachment 11a will reflect the offeror's proposed labor rates for each task. If the offeror is using a subcontractor, the labor rates should be included. This attachment will reflect "**all**" proposed labor rates for each individual task.

6.08 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criterion that is set out in Section SEVEN (7).

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.

A proposal shall be evaluated to determine whether the offeror responds to the provisions, including goals and financial incentives, established in the request for proposals in order to eliminate and prevent discrimination in state contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, or disability.

6.09 MBE/WBE

Provide certification that your firm meets requirements per RFP Section 2.15 (if applicable)

SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED
TO SCORE THIS PROPOSAL IS 1050

7.01 Understanding of the Project (90 Points)

Proposals will be evaluated against the questions set out below:

- [a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- [d] Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

Section 7.01 will be scored against the information provided for Section 6.03.

7.02 Methodology Used for the Project (200 Points)

Proposals will be evaluated against the questions set out below:

- [a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP, and does the cost seem reasonable for what is being delivered?
- [b] How well does the methodology match and achieve the objectives set out in the RFP? If a methodology was reduced to cut costs, was the reasoning identified as well as the costs?
- [c] Does the methodology interface with the time schedule in the RFP?
- [d] How well does the methodology proposed complete the tasks in FY14?
- [e] Does the methodology include specifics related to proposed methodologies for performing the various modeling goals?

Section 7.02 will be scored against the information provided for Section 6.04.

7.03 Management Plan for the Project (90 Points)

Proposals will be evaluated against the questions set out below:

- [a] [How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- [b] [How well is accountability completely and clearly defined?
- [c] [Is the organization of the project team clear?
- [d] [How well does the management plan illustrate the lines of authority and communication?
- [e] [To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- [f] Does it appear that the offeror can meet the schedule set out in the RFP?
- [g] Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- [h] To what degree is the proposal practical and feasible?
- [i] To what extent has the offeror identified potential problems?

Section 7.03 will be scored against the information provided for Section 6.05.

7.04 Experience and Qualifications (200 Points)

Proposals will be evaluated against the questions set out below:

Questions regarding the personnel:

- [a] Do the individuals assigned to the project have experience on similar projects, and do they have any cold temperature related experience?
- [b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- [c] How extensive is the applicable education and experience of the personnel designated to work on the project?
- [d] How extensive is the personnel experience in assisting with the development of SIPs?
- [e] How extensive is the personnel experience in mobile source emission modeling, particularly with the EPA MOVES model?
- [f] Does the project manager have experience with managing contracts greater than \$500,000?

Questions regarding the firm:

- [a] How well does the firm demonstrate experience through the successful receipt of air quality related contracts?
- [b] How well do previous contracts awarded to the firm involve evaluation of control strategies and did this involve I/M programs?
- [c] To what extent has the firm been awarded contracts worth more than \$500,000?
- [d] If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?
- [e] How well has the firm demonstrated experience in modeling or developing statistical models?
- [f] To what extent has the firm demonstrated experience in providing technical support in advocating issues to federal authorities?
- [g] Has the firm emphasized their experience with the preferred models (MCIP, SMOKE and CMAQ models should be emphasized – and do they experience with MOVES and the SMOKE/MOVES interface?

Section 7.04 will be scored against the information provided for Section 6.06, Section 2.08, and applicable personnel's resumes.

7.05 Contract Cost (420 Points)

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost.

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 2.14.

7.06 MBE/WBE Offeror's Preference (50 Points)

If an offeror qualifies for MBE/WBE Preference, the offeror will receive a total of 50 points for the MBE/WBE Preference.

SECTION EIGHT ATTACHMENTS

8.01 Attachments -

Attachment 1. Valid Alaska Business License Proof

Attachment 2. Standard Agreement Form

Attachment 3. Appendix A – General Provisions

Attachment 4. Appendix B1 – Indemnity and Insurance

Attachment 5. Notice of Intent to Award

Attachment 6. Proposal Evaluation Form

Attachment 7. RFP Submittal Checklist

Attachment 8. Federal Debarment Certification Form & Instructions

Electronic Attachments are located on the on-line public notice website with this RFP at <http://aws.state.ak.us/OnlinePublicNotices>

Electronic Attachment 9. Firm's Experience Summary

Electronic Attachment 10. Personnel's Experience Summary

Electronic Attachment 11. Cost Proposal Form

Electronic Attachment 11a. Cost Proposal Worksheet

Attachment 1

VALID ALASKA BUSINESS LICENSE PROOF

In order to establish bidder/proposer responsibility and award of a contract, the respondent must submit evidence of a valid Alaska Business License for the prime contractor, all subcontractors and if a joint venture, all parties to the joint venture.

*Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- (1) Copy of the Alaska Business License.
- (2) Certification below that the bidder/proposer has a valid Alaska Business License.
- (3) A canceled check for the Alaska Business License fee.
- (4) A copy of the Alaska Business License application with a receipt stamp from the State's business license office.
- (5) A sworn notarized affidavit that the bidder/proposer has applied and paid for the Alaska Business License.
- (6) Other form of evidence acceptable to the Department of Law.

Does your business possess a valid Alaska Business License?

☐ Yes ☐ No

Name of Company as shown on Alaska Business License

Authorized Signature

Date

Printed Name of Authorized Person

Business Tax ID Number

Printed Name of Person Submitting Bid

Telephone Number

* attach one of the acceptable Alaska Business License Number forms of evidence.

Attachment 2

STANDARD AGREEMENT FORM
Professional Services

1. Agency Contract Number	2. DOA Tracking Number	3. DUNS number (ARRA on	4. Agency Assigned Encumbrance Number
5. Financial Coding	6. Vendor Number	7. Alaska Business License Number	

This agreement is between the State of Alaska,

8. Department of **Environmental Conservation** Division of **here after the State, and**

9. Contractor **here after the Contractor**

Mailing Address Street or P.O. Box City State Zip + 4 Telephone ()

10.

ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.

ARTICLE 2. Performance of Service

2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract.

2.2 Appendix B1 sets forth the liability and insurance provisions of this contract.

2.3 Appendix C sets forth the services to be performed by the contractor.

2.4 Appendix D sets forth the Compensation plan for this contract.

ARTICLE 3. Period of Performance: The period of performance for this contract begins and ends Anticipated Renewal Options exercised solely by the state. See Appendix D.

ARTICLE 4. Considerations:

4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed

4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:

11. Department of **Environmental Conservation** Division of

Mailing Address Attention:

12. **CONTRACTOR**

Name of Firm

Signature of Authorized Representative Date

Typed or Printed Name of Authorized Representative

Title Employer ID No. (EIN) or SS

14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the variety, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815 - 820. Other disciplinary action may be taken up to and including

13. **CONTRACTING AGENCY**

Department/Division Date

Signature of Project Director / Contract Manager

Typed or Printed Name of Project Director / Contract Manager

Title

15. Signature of Head of Contracting Agency or designee Date

Typed or Printed Name of Authorizing Official

Tom Cherian

Director, Division of Administrative Services

NOTICE: This contract has no effect until signed by the head of the contracting agency or designee.

**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 Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with 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, 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 a contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. 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. 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.

Article 11. Governing Law.

This contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law the General Provisions of this contract supersede any provisions in other appendices. The contractor specifically acknowledges and agrees that provisions in any form contracts it appends hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska that are not conditioned on legislative appropriation, or (3) seek to 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.

BACK 02-093 (12/29/08)

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, nonrenewal, 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 occurrence.

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 occurrence.

Attachment 5

NOTICE OF INTENT TO AWARD

1. Name of Program, Project or Service (Use RFP Title) SIP Development and Technical Support		2. Date Issued (Issue date here)
3. Authority Number (s) 2014-1800-1701	4. Name of Procurement Officer Chris Hunt	
<p>This is a notice of the State's intent to award a contract. The offeror, identified here as the apparent successful offeror, is instructed not to proceed until a signed contract or other written notice of award is received from the State. A firm or person who proceeds prior to receiving a signed contract or other written notice of award does so at their own risk. AS 36.30.365.</p> <p>An offeror who wishes to protest this Notice of Intent must file a protest within ten (10) 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.</p> <p>The protest shall be filed with the procurement officer in writing and include the following information:</p> <ul style="list-style-type: none">✓ (1) the name, address, and telephone number of the protester;✓ (2) the signature of the protester or the protester's representative;✓ (3) identification of the contracting agency and the solicitation or contract at issue;✓ (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and✓ (5) the form of relief requested (AS 36.30.560 and AS 36.30.585).		
5. Name and Address of Apparent Successful Offeror		
6. Names and Addresses of All Other Respondents (in alphabetical order)		

PROPOSAL EVALUATION FORM

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

Person or Firm Name _____

Name of Proposal Evaluation (PEC) Member _____

Date of Review _____

RFP Number _____

EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1050

7.01 Understanding of the Project—90 Points

Maximum Point Value for this Section – 90 Points

Proposals will be evaluated against the questions set out below.

- [a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- [d] Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

EVALUATOR'S POINT TOTAL FOR 7.01 _____

7.02 Methodology Used for the Project—200 Points

Maximum Point Value for this Section – 200 Points

Proposals will be evaluated against the questions set out below.

- [a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP, and does the cost seem reasonable for what is being delivered?
- [b] How well does the methodology match and achieve the objectives set out in the RFP? If a methodology was reduced to cut costs, was the reasoning identified as well as the costs?
- [c] Does the methodology interface with the time schedule in the proposal?
- [d] How well does the methodology proposed complete the tasks in FY14?
- [e] Does the methodology include specifics related to proposed methodologies for performing the various modeling goals?

EVALUATOR'S POINT TOTAL FOR 7.02

7.03 Management Plan for the Project—90 Points

Maximum Point Value for this Section - 90 Points

Proposals will be evaluated against the questions set out below.

- [a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- [b] How well is accountability completely and clearly defined?
- [c] Is the organization of the project team clear?
- [d] How well does the management plan illustrate the lines of authority and communication?
- [e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- [f] Does it appear that offeror can meet the schedule set out in the RFP?
- [g] Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- [h] To what degree is the proposal practical and feasible?
- [i] To what extent has the offeror identified potential problems?

EVALUATOR'S POINT TOTAL FOR 7.03

7.04 Experience and Qualifications—200 Points

Maximum Point Value for this Section - 200 Points

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

- [a] Do the individuals assigned to the project have experience on similar projects, and do they have any cold temperature related experience?
- [b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- [c] How extensive is the applicable education and experience of the personnel designated to work on the project?
- [d] How extensive is the personnel experience in assisting with the development of SIPs?
- [e] How extensive is the personnel experience in mobile source emission modeling, particularly with the EPA MOVES model?
- [f] Does the project manager(s) have experience with managing contracts greater than \$500,000?

Questions regarding the firm.

- [a] How well does the firm demonstrate experience through the successful receipt of air quality related contracts?
- [b] How well do previous contracts awarded to the firm involve evaluation of control strategies and did this involve I/M programs?
- [c] To what extent has the firm's experience reflected contracts awarded worth more than \$500,000?
- [d] If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?
- [e] How well has the firm demonstrated experience in modelling or developing statistical models?
- [f] To what extent has the firm demonstrated experience in vehicle providing technical support in advocating issues to federal authorities?
- [g] Has the firm emphasized their experience with the preferred models (MCIP, SMOKE and CMAQ models should be emphasized – and do they experience with MOVES and the SMOKE/MOVES interface?

EVALUATOR'S POINT TOTAL FOR 7.04 _____

7.05 Contract Cost — 420 Points

Maximum Point Value for this Section - 420 Points

Overall, a minimum of 40% of the total evaluation points will be assigned to cost.

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 2.16.

EVALUATOR'S POINT TOTAL FOR 7.05 _____

7.06 Minority and Women's Business Preference — 50 Points

Maximum Point Value for this Section – 50 Points

If an offeror qualifies for the MBE/WBE Preference, the offeror will receive a total of 50 points for the MBE/WBE Preference.

- [a] Has the offeror provided an affidavit of qualifications for this preference?

EVALUATOR'S POINT TOTAL FOR 7.06 (Either 0 or 50) _____

EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS _____

Attachment 7

RFP Submittal Checklist

This checklist is an integral part of this RFP and the related proposal. The checklist **MUST** be included with the 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
- ☐ Submit Written Questions in writing to Procurement Officer (by 4:30 p.m. on April 9, 2013)

Proposal Transmittal <<< Section 1>>>

- ☐ *Submit four (4) hard copies of the proposal, in writing and two (2) CDs one (1) with electronic copies of the technical proposal and transmittal information & one (1) with cost proposals (Section 1.01)
- ☐ Submittal Letter (see minimum information below for requirements), and Contact Information (see 6.02)
 - ☐ Subcontractor Information <if applicable> (Section 1.15)
 - ☐ Offeror's Certification (Section 1.17)
 - ☐ Conflict of Interest Disclosure (Section 1.18)
 - ☐ Statement that Proposal is Valid for Ninety Days from Proposal Due Date (Section 2.01)
 - ☐ Authorized signature (Section 2.01)
 - ☐ Vendor Tax ID proof OR Vendor Tax ID number (Section 2.10)
 - ☐ Review & Agree to Standard Contract Provisions (Section 3.03 and Attachment 3)
 - ☐ Include RFP Amendments as applicable
- ☐ Attachment 1: Valid Business License Proof (Section 2.12)
- ☐ Affidavit of offeror's qualification for the MBE/WBE Preference <if applicable> (Section 2.15)
- ☐ Review Insurance Requirements (Section 3.06)

Proposal Technical Component <<< Section 2>>>

- ☐ Title Page
- ☐ Table of Contents
- ☐ Overall Technical Proposal – Must include an overview of the project, and the information outlined in Section 5 & 6 of the RFP. The Technical proposal must address the requirements as stated in Section 2.08: Prior Experience. The Technical proposal must address Section 6.03 through 6.06.
- ☐ Firm's Experience Summary, Attachment 9
- ☐ Personnel's Experience Summary, Attachment 10

Cost Proposal <<< Section 3>>>

- ☐ Cost Proposal and Attachments 11 & 11a (**Separate envelope addressed to the Procurement Officer**)

RFP# 2014-1800-1701

Title: SIP Development and Technical Support

Proposal Due Date: April 30, 2013 at 3:00 p.m. [Alaska Time]

Company Name

Printed Name of Binding Official

Signature of Binding Official

Date

Federal Debarment Certification Form
Certification Regarding Debarment,
Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

Attachment 8

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

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

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

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

Name and Title of Authorized Representative

Signature

Date

Federal Debarment Certification Form Instructions

Instructions for Certification

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