



STATE OF ALASKA

Department of Natural Resources

Request for Proposal

RFP 10 180000021 - 1

TITLE:

ASTAR Project Consulting for OPMP

PURPOSE:

The Department of Natural Resources (DNR), Office of Project Management and Permitting is soliciting proposals for a qualified contractor to assist DNR in assisting and developing an Arctic Transportation and Resources (ASTAR) strategic plan as specified in the RFP attached to this posting.

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

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

Date of Issue: October 19, 2017

Deadline for Receipt of Proposals: November 14, 2017 16:00:00

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

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

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

PREFERENCES

Does your business qualify for the Alaska bidder preference?

Yes No

Does your business qualify for the Alaska veteran preference?

Yes No

PROPOSAL SCHEDULE

Event Date	Event Description
10/31/17	Pre-Proposal Conference
11/03/17	Questions Due
11/14/17	Solicitation Closing Date/Time

LINE ITEMS

Line No.	Description	Quantity	Unit	Unit Cost
1	ASTAR Project Consulting for OPMP			
Start Date	End Date	Delivery Date	F.O.B. Point	Extended Line Total
12/18/17	06/30/19			

Extended Description:

ASTAR strategic plan as specified within this RFP.

DO NOT ENTER COST IN THIS SECTION. Cost is to be entered only on the Cost Proposal form attached to this RFP.

EVALUATION CRITERIA

<i>The following criteria will be used when determining the award of this solicitation</i>			
Code	Criteria Description	Points	Vendor Response <i>(DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)</i>
1	Cost	20	
2	Experience	30	
4	Management Plan	20	
5	Understanding	20	
7	AK Offeror Pref	10	

Terms and Conditions		
No.	Name	Section
012	Appendix A Prof Services	
007	Appendix B1	

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APPENDIX A
GENERAL PROVISIONS

Article 1. Definitions.

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

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

Article 2. Inspections and Reports.

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

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

Article 3. Disputes.

3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

Article 4. Equal Employment Opportunity.

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

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

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

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

4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful

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discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.

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

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

Article 5. Termination.

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

Article 6. No Assignment or Delegation.

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

Article 7. No Additional Work or Material.

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

Article 8. Independent Contractor.

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

Article 9. Payment of Taxes.

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

Article 10. Ownership of Documents.

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

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Article 11. Governing Law; Forum Selection

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

Article 12. Conflicting Provisions.

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

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

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

Article 15. Compliance.

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

Article 16. Force Majeure:

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

**APPENDIX B1
INDEMNITY AND INSURANCE**

Article 1. Indemnification

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The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Contractor” and “Contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the Contracting agency’s selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor’s work.

Article 2. Insurance

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

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



STATE OF ALASKA
Department of Natural Resources
Support Services Division
550 W 7th Ave., Suite 1230
Anchorage, AK 99501

Request For Proposals
RFP Number 180000021
Date of Issue: **October 19, 2017**

Title and Purpose of RFP:

Term Contract for Consulting to Assist with the Arctic Strategic Transportation and Resource (ASTAR) project for DNR Office of Project Management and Permitting (OPMP).

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.

Marlys Hagen
Procurement Officer
Department of Natural Resources
550 W. 7th Ave., Suite 1230
Anchorage, AK 99501
Phone (907) 269-8666 Fax (907) 269-8909 TDD (907) 269-8411
Email: marlys.hagen@alaska.gov

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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) copies of their technical proposal, in writing in a sealed envelope, one electronic copy of their technical proposal on “thumb” drive or CD/DVD, and one copy of their cost proposal in a separate sealed envelope, to the procurement officer, all items enclosed in a **single sealed envelope**. It must be addressed as follows:

Department of Natural Resources
Support Services Division
Attention: **Marlys Hagen, C.P.M.**
Request for Proposal (RFP) Number: **180000021**
Project Name: **ASTAR Project Consulting**
550 W. 7th Avenue, Suite 1230
Anchorage, AK 99501

Proposals must be received no later than 4:00 P.M., Alaska time on **November 14, 2017**. Fax proposals are acceptable but not encouraged. Oral and/or email proposals are not acceptable.

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

PROCUREMENT OFFICER: Marlys Hagen, C.P.M. – PHONE **907-269-8666** - FAX **907-269-8909** - TDD **907-269-8411**.

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 December 1, 2017 through June 30, 2019, with one (1) additional one-year renewal option at the State’s discretion.

The approximate contract schedule is as follows:

- Issue RFP **October 19, 2017**
- Pre-proposal Conference **October 31, 2017 2:00 PM**
- Deadline for Receipt of Proposals **November 14, 2017 4:00 PM Alaska Time**
- Proposal Evaluation Committee complete evaluation by **November 21, 2017**
- State of Alaska issues Notice of Intent to Award a Contract **November 21, 2017**

- State of Alaska issues contract **December 4, 2017**
- Contract start **December 4, 2017**
- First contract term **December 4, 2017 through June 30, 2019**
- Renewal options expire **June 30, 2020**

1.03 Purpose of the RFP

The Department of Natural Resources, Office of Project Management and Permitting is, is soliciting proposals for a qualified contractor(s) to provide assistance to DNR in assisting and developing an Arctic Transportation and Resources (ASTAR) strategic plan which looks to work with regional stakeholders to identify opportunities for community and other regional infrastructure that provides the best cumulative benefits for the Arctic residents, stakeholders, and region as a whole.

In response to this RFP, DNR anticipates that the Contractor(s) will assemble a team of experts with possibly different background and experience to address each of the expertise groups defined in Section 5 herein.

The State reserves the right to award multiple contracts under this RFP to accomplish this objective, if it determines to be in the State's best interest.

1.04 Budget

Department of Natural Resources has been appropriated money by the legislature for ASTAR efforts including contracting. Funds will be available for each task and will be approved for each task specific NTP.

1.05 Location of Work

The primary location(s) of work for this project will be at the Contractor's offices. The State will not provide workspace for the Contractor. However, the Contractor may be required to travel to work with the State representatives in other locations on "as needed" basis.

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. The interested party must confirm telephone conversations in writing.

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

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

Subcontractors may be used to perform work under this contract. 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.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- (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;
- (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. Proposals must include evidence that all subcontractors meet the minimum qualifications outlined in Section 2.06.

1.16 Joint Ventures

If a joint venture is proposed the venture must assign one single primary point of contact. The contact will represent the venture and be responsible for coordinating between the entities listed in the venture. The proposal must describe how the joint venture will be organized, how work will be disseminated once assigned, any

communication protocols, and any other information relevant to the structure or organization of the venture that demonstrates the entities in the joint venture are aligned.

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 Natural Resources, reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

1.19 Right to Inspect Place of Business

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

1.20 Solicitation Advertising

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

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 (firm/individual or University) 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.

1.25 Federal Requirements

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

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

A pre-proposal conference will be held at **2:00 PM**, Alaska Time, on **October 31, 2017** in the 14th floor Conference Room, Suite 1450 of the Atwood Building, 550 W. 7th Avenue, Anchorage, AK 99501. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting. Offerors are encouraged to attend in person or make prior arrangements to call via teleconference by contacting Marlys Hagen at (907) 269-8666 or via email at dnr.ssd.procurement@alaska.gov.

Seating is limited in the conference room so if you intend to attend in person please limit the number of representatives sent by your company to no more than 2 people.

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

2.03

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.

2.04

Supplemental Terms and Conditions

Proposals must comply with Section 1.11 **Right of Rejection**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of 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.

2.05 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.

2.06 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.

2.07 Prior Experience/Minimum Qualifications

In order to be considered responsive, the offeror must meet the following minimum prior experience requirements:

1. Group 1: At least one individual on the Offeror's project team must have three (3) or more years of experience working within the Arctic region and working with Arctic communities and stakeholders. At least one individual on the Offeror's project team must have five (5) or more years of experience with project management.
2. Group 2: At least one individual on the Offeror's project team must have at least 5 (five) years experience with resource and environmental databases, mapping, image tracking and cataloging, and GIS systems. In the last five years, the individual must have participated in a project team on a project that involved creating a new database and mapping system.

3. Group 3: At least one individual on the Offeror's project team must have three (3) or more years of experience doing community and/or public outreach with regional communities and/or stakeholders in the ASTAR project area.
4. Group 4: At least one individual on the Offeror's project team must have an advanced degree in economics at least five (5) years of experience conducting economic analysis specific to Alaska and at least two (2) years of experience performing economic analysis within the specified project area.

Supporting evidence must be included with the offeror's proposal to show proof of the minimum experience requirements noted above including three technical references (contact names and telephone numbers) to validate the offeror's performance history and past experience.

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

2.08 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.

2.09 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.

2.10 Alaska Business License and Other Required Licenses

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- (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, or
- Mining licenses issued by Alaska Department of Revenue.

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

2.11 Application of Preferences

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

<http://doa.alaska.gov/dgs/policy.html>

Alaska Products Preference - AS 36.30.332

Recycled Products Preference - AS 36.30.337

Local Agriculture and Fisheries Products Preference - AS 36.15.050

Employment Program Preference - AS 36.30.321(b)

Alaskans with Disabilities Preference - AS 36.30.321(d)

Alaska Veteran's Preference - AS 36.30.321(f)

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

2.12

5 Percent Alaska Bidder Preference

AS 36.30.170 & 2 AAC 12.260

An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who:

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

Alaska Bidder Preference Affidavit

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

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

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

2.13

5 Percent Alaska Veteran Preference

AS 36.30.175

An Alaska Veteran Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who qualifies under AS 36.30.990[25] as an Alaska bidder and is a:

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

Alaska Veteran Preference Affidavit

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

2.14 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.

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

Offeror #3 receives 33.7 points.

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

Preferences

2.15

Alaska Offeror Preference AS 36.30.250 & 2 AAC 12.260

2 AAC 12.260(e) provides Alaska offerors a 10 percent overall evaluation point preference. Alaska bidders, as defined in AS 36.30.170(b), are eligible for the preference. This preference will be added to the overall evaluation score of each Alaskan offeror. Each Alaskan offeror will receive 10 percent of the total available points added to their evaluation score as a preference.

EXAMPLE

Alaska Offeror Preference

[STEP 1]

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

Total number of points available - 100 Points

$$\begin{array}{rcccl} 100 & \times & 10\% & = & 10 \\ \text{Total Points} & & \text{Alaskan Offerors} & & \text{Number of Points} \\ \text{Available} & & \text{Percentage Preference} & & \text{Given to Alaskan Offerors} \\ & & & & \text{Under the Preference} \end{array}$$

[STEP 2]

Add the preference points to the Alaskan offers. There are three offerors: Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 are eligible for the Alaska Offeror Preference. For the purpose of this example presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. Their scores at this point are:

Offeror #1 - 89 points
Offeror #2 - 80 points
Offeror #3 - 88 points

Offeror #2 and Offeror #3 each receive 10 additional points. The final scores for all of the offers are:

*Offeror #1 - **89 points***
*Offeror #2 - **90 points***
*Offeror #3 - **98 points***

Offeror #3 is awarded the contract.

2.16

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 in the DNR conference room in a State office in Juneau and/or Anchorage, Alaska.

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

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
- (b) 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(s) awarded as a result of this RFP will be a term contract(s) for approximately 2 1/2 years, with the State's option to extend the contract for two additional one-year periods, contingent upon the availability of funding. The State makes no guarantee as to the amount of work that will be available during the period of the contract and any subsequent renewals. Specific amounts to be paid out to a firm will be based on individual projects contracted and completed under a Notice to Proceed (NTP). There is no guarantee that tasks or NTPs will be expended equally or in any given amount. NTPs can be based on fixed price per tasks, firm fixed price for the entire NTP, or time and expenses with a fixed not-to-exceed limit. The basis of payment will be determined by the State based on the scope and nature of the work to be accomplished.

3.02

Contract Approval

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

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

3.07

Bid Bond - Performance Bond - Surety Deposit

No Bid, Performance, or Surety Deposit will be required.

3.08

Contract Funding

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

3.09

Proposed Payment Procedures

The state will make payment upon task completion, with holdback of 20% of total contract amount until completion of the entire project, and receipt by the State of all the project materials in accordance with Section 5 herein.

3.10

Contract Payment

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

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

3.11 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 (firm, individual, or university) 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 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 Natural Resources or the Commissioner's designee.

3.16 Contract Invalidation

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

3.17 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).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

1. Any project documents protected by the deliberative process.

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

The following information shall not be considered confidential information: information previously known to be public

information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SECTION FOUR BACKGROUND INFORMATION

4.01 Background Information

The Arctic Strategic Transportation and Resources (ASTAR) project is an effort that seeks to identify regional infrastructure needs. Through the ASTAR effort, alliances with Arctic communities and stakeholders will be sought to collaborate on opportunities which strengthen community infrastructure and facilitate access to Arctic resources. The goal is to develop a strategic plan that first prioritizes community needs and then looks to identify infrastructure opportunities which offer the most cumulative benefit and which best enhance the quality of life for the region.

The ASTAR effort will gather regional information through community scoping, review of existing data, development of relevant reports and field studies which are universally beneficial to infrastructure projects identified through the process. Additionally gaps in technical information necessary to support future infrastructure projects will be identified and where possible, additional data will be collected across the region.

SECTION FIVE SCOPE OF WORK

5.01 Scope of Work

This RFP is to develop a term contract(s) with a qualified contractor(s). The term contract does not authorize any work, but puts a contract in place that allows the DNR to issue specific Notices to Proceed (NTPs) under that term contract for completion of more specific work tasks. NTPs require completion of specific scopes of work under specific timelines and costs.

The types of services required within this RFP are divided into four groupings. A contractor may submit a proposal on one, two, or any number of the groups. The proposals for each group will be evaluated independently and successful proposal(s) and term contractor(s) will be selected for groups 1-4. Multiple contracts may result from this RFP.

The groupings are as follows:

GROUP 1: Project management

GROUP 2: Data analysis, management and GIS analysis and integration

GROUP 3: Stakeholder outreach and coordination

GROUP 4: Economics, socioeconomics

For each of the Groups listed below, DNR has provided a potential list of the kind of activities that could be requested, a list of potential deliverables which will vary depending on specific task order requirements and the minimum qualifications expected of the firm. Proposals must contain documentation that the firm meets the minimum qualification stated in the Group being proposed on or the proposal will be determined to be non-responsive and will be rejected.

Scope: The term contractor will provide technical assistance for one or more of the following groups, in consultation with the DNR. Most of the items will require written documentation of the contractor's efforts/findings. The specific scope of work and types of deliverables will be stipulated in each NTP developed under the term contracts.

GROUP 1: Overall Project Management

Assure that all ASTAR activities, efforts, and products are coordinated, consistent, and timely.

The successful offeror would be an integral part of the ASTAR team. Work included in this group would include assisting with defining project scope, developing and maintaining overall project schedules and timelines, assist in identifying deliverables, assign a primary point of contact to coordinate project activities and answer questions as necessary, attending a variety of meetings (which could include leading and coordinating meetings or just attending as a participant), keeping meeting minutes, drafting documents or sections of documents, producing project summary, drafting scopes of works, producing project summaries and update documents, technical editing, literature reviews. The successful offeror should demonstrate that they have experience working within the ASTAR boundary and that they have the capability and an understanding of the region to accomplish the potential tasks and deliverables listed below.

The successful offeror for the group should have a variety of disciplines/subject matter experts (SME's) at their disposal so that they can assist and add value to a variety of tasks/deliverables as needed. Please list additional SME's (name of SME and area of expertise) that your company has that you think may be utilized if requested during the life of the project (i.e. hydrologist, biologist, geologist, etc.).

Sample Tasks under Group 1:

- Lead workshop to develop overall project schedule/timeline
- Track overall timeline and individual tasks/deliverables
- Schedule and lead regularly scheduled teleconference to assure everyone is on the same page
- Attend scoping meetings
- Assist as requested on any aspect of ASTAR efforts

Potential Deliverables:

- Host initial workshop with ASTAR partners to advance workplan, goals, deliverables, etc.
- Maintain and update ASTAR timeline (for overall efforts and individual task/deliverables)
- Weekly progress reports
- Technical review of all draft documents

GROUP 2: GIS data integration and analysis

Overall GIS lead for ASTAR efforts, include managing GIS programs and data, developing GIS tools as needed. Winning bidder should demonstrate their ability to use GIS as an analytical tool (i.e. desktop/GIS analysis for route restrictions) as well as ability to create dynamic GIS products which will capture ASTAR information.

The successful offeror will be responsible for collecting existing data, identifying existing data gaps, and where possible capturing and converting data into a GIS Map (mxd). Work will include converting infrastructure projects identified in scoping to GIS files and assuring they match stakeholder request, doing desktop analysis for route analysis (i.e. geohazard identification, hydrology, wetlands, other environmental constraints), and creating GIS analytic tools as requested. The successful offeror should demonstrate that they have experience working within the ASTAR boundary and that they have the capability and an understanding of region to accomplish the potential tasks and deliverables listed below.

Sample Tasks under Group 2:

- Create and maintain interactive GIS project with all relevant data layers
- Assist with DNR hosted GIS storyboard webpage
- Attend scoping meeting
- Attend regularly scheduled ASTAR team meeting
- Database or GIS management
- Format data layers, including integration of new data

Potential deliverables:

- Create interactive GIS project with all relevant data layers and geodatabases
 - Designed to run reports, analyze routes
- Create data layers that identify environmental constraints to identify route alternatives
- Convert infrastructure proposals identified in scoping into geospatial data
- Create GIS tools as requested
 - Create instructional manual for any newly created GIS tools

GROUP 3: Stakeholder outreach and coordination

Responsible for coordinating, leading, and working with ASTAR team to develop, lead, and coordinate scoping plan.

The winning proposal will be responsible for working with ASTAR team and all other stakeholders to develop a scoping plan. Successful bidder should demonstrate that they have experience working within the region identified. Help develop partnership agreements with Arctic communities, native entities, and other Arctic stakeholders that ensures meaningful participation. This lead may be responsible for leading scoping meetings and assuring the information identified through scoping meetings captured. The successful offeror should demonstrate that they have experience working within the ASTAR boundary and that they have the capability and an understanding of region to accomplish the potential tasks and deliverables listed below.

Sample Tasks under Group 3:

- Lead, coordinate, schedule, and host scoping meetings (travel will be required)
- Be the primary point of contact for community involvement/questions
- Attend regularly scheduled ASTAR team meeting
- Work with Arctic stakeholders as needed

Potential deliverables:

- Scoping plan
- Maintain community contact list
- Coordinate scoping meetings
- Scoping reports
- Draft and coordinate partnership agreements for willing Arctic communities

GROUP 4: Economics, socioeconomics

ASTAR team lead responsible for information related to economic impacts/analysis, literature reviews, and studies.

The successful offeror will be responsible for reviewing existing literature and developing economic documentation related to ASTAR efforts. The successful offeror should demonstrate that they have experience working within the ASTAR boundary and that they have the capability and an understanding of region to accomplish the potential tasks and deliverables listed below.

Sample Tasks under Group 4:

- Literature review for existing studies and reports which are relevant to the ASTAR mission
- Attend regularly scheduled ASTAR team meetings
- Review potential funding sources that could be used to build community infrastructure projects identified through ASTAR efforts

Potential deliverables:

- Present findings from economic literature review (existing documentation) for economic pros and cons of infrastructure development in Arctic region or regions with similar characteristics (i.e. remote, arctic conditions, similar cultural values)
- Give relevant literature to DNR in electronic form for ASTAR file
- Produce economic impact/benefit reports as requested by ASTAR team
- Create a "potential funding sources" document for infrastructure projects identified through ASTAR efforts

5.02

Contractor Selection for Projects & Specific Project RFPs

If the state makes the determination that multiple contracts are awarded for a specific group the following process will apply. When the State needs to have services performed under this contract, the Project Manager will issue a Project Request for Proposal (RFP) to all firms who have been awarded contracts for that particular group. If multiple groups are involved, the Project RFP will be issued to all contractors in all the applicable groups. The contractors will respond with a proposal letter and a negotiable cost estimate, which will outline the conceptual approach to complete the project and meet the objectives. Included with this proposal should be a description of how the contractor will perform the work, proposed personnel who will work on the project, experience and qualifications of any personnel not previously approved by the State under this contract, and a schedule for performing the work. Occasionally, when time is of the essence, this process may be conducted orally followed by timely written confirmation.

The successful offeror for the project will be determined by the methodology/schedule/firm's experience and qualifications specifically related to the task/personnel experience and qualifications specifically related to the task (80%) and cost (20%). The State will either issue a notice to proceed for that work to the selected offeror, or negotiate changes to scope, schedule, or cost with the selected offeror. Should there be a problem with availability, conflict of interest, or other reasons that would not allow firms to participate in a project, the State reserves the right to hire another Contractor to perform the work

The contractor(s) shall obtain prior OPMP approval of each person assigned to work under the contract. Should a contractor(s) provide services by a person not previously approved, those services may not be subsequently approved for payment. OPMP reserves the right to withdraw approval of any person by written notice to the contractor.

If the State awards a single contract per group, the State will follow this process, but will only request a project proposal from the single contractor in the applicable group, unless multiple groups are involved. Then all contractors in all the applicable groups will be contacted for a proposal as described above.

5.03

Notices to Proceed (NTP)

A Notice to Proceed (NTP) is a formal document, used to award a project to a contractor. The NTP is based upon the final Scope of Work and cost estimate agreed to by the contractor and the OPMP Contract and Project Managers.

The NTP form and the contractor's proposal, after approval, will set the terms for work to be conducted. The NTP will be signed by the Project Manager and the contractor.

The total cost for a project will not exceed the amount that is authorized in the NTP. If at any time during the performance of the NTP the contractor has reason to believe that a total price to the State will exceed the not-to-exceed amount of the NTP, the contractor will notify the DNR Project Director, OPMP Project Manager and provide a justification and an estimate of the additional cost for completion of the project. Similarly, if at any time during the performance of the NTP the State has reason to believe that the work required will exceed the not-to-exceed price due to a change in conditions, or if additional work will be required, the DNR Project Manager will so advise the contractor and will require revised cost estimates from the contractor. The State will not be obligated to pay any amount in excess of the not-to-exceed amount set forth in the given NTP. If condition changes increase the NTP amount, the contractor will not be obligated to continue performance resulting in charges exceeding the price unless and until the DNR Project Manager has authorized the increase in writing and a revised NTP has been issued.

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

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

5.04 Schedule

The contractor(s) will be required to be responsive to DNR's project schedule. All reviews, requested dialogues, and deliverables shall be conducted or provided by the contractor(s) in a timely manner as established by the OPMP project manager. Some of the NTPs could have short completion times.

5.05 Contractor Post Evaluation for Individual Projects

The performance of contractors may be evaluated at the end of individual projects.

5.06 Contractor Supplied Resources

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

5.07 Project Subcontractors

If an offeror intends to use subcontractor(s) for a specific project, the State reserves the right to approve or disapprove subcontractors. In response to Project RFPs, the contractor must identify in their proposal the name of the subcontractor(s) and the specific tasks and percentage portion of the work the subcontractor will perform, in addition to their cost proposal prior to the award of a NTP. Subcontractor resumes and other information may also be required.

The contractor must provide support and guidance to the subcontractor and must assume responsibility for ensuring subcontractor staff are qualified to complete tasks and are properly licensed and insured. The contractor assumes responsibility for subcontractor's compliance to the terms of the term contract and for satisfactory performance under the respective NTP.

If during the execution of a specific project, the contractor finds it necessary to replace a subcontractor, or at any time subcontractors fail to perform, the State will consider subsequent assignments or replacements, and reserves the right to approve or disapprove the changes.

Payment for subcontracted work, unless that work is for professional services, may be on a fixed price or time and materials basis. Markup by subcontractor for administration or handling costs under a time and materials subcontract may be required to be negotiated and approved by the Project Manager prior to issuance of a NTP, but will not exceed the maximum established in Section 3.09.

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

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

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. Offerors can propose in any or all of the expertise groups defined in Section 5 of this RFP. The technical proposal must clearly delineate which expertise groups the offeror is proposing in, and must provide separate technical proposal sections for each of those expertise groups. Offerors must provide one original and three copies of their technical proposal for each expertise group for which the offeror wants to be considered, and one completed cost proposal form for each expertise group. Also, the offeror should provide one complete electronic copy of the technical proposal on a "thumb" drive or CD/DVD. Only information related to the proposed work should be included in an offerors proposal.

6.02 Introduction

Proposals must include a cover letter containing the complete name and address of the firm; name, mailing address, and telephone number of the contact on the proposal; a statement of commitment to the project; reference to your Alaska business license number, and a statement regarding qualification as an "Alaskan Bidder."

AS 36.30.170 describes an "Alaska Bidder" as one whom;

- [a] holds a current Alaska business license,
- [b] submits a proposal for services under the name as appearing on the person's current Alaska business license,
- [c] has maintained a place of business within the state staffed by the offeror or an employee of the offeror for a period of six months immediately preceding the date of the RFP,
- [d] is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the state; and
- [e] if a joint venture, is composed entirely of ventures that qualify under a. through d. of this subsection.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder and/or qualifies for the Alaska Veterans' Preference. 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 purpose, scope, requirements, and deliverables of the project, as well as identify potential problems related to the project.

6.04

Methodology/Management Plan for the Project

Offerors must outline the initial management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the State's project schedule. Offerors must outline key personnel assigned to accomplish the project requirements; illustrate the lines of authority; designate the individuals responsible and accountable for completion of each component and deliverable of the RFP. The proposal must identify one principal staff member to serve as project leader and primary contact for OPMP.

6.05

Experience and Qualifications

Offerors must meet minimum requirements outlined in Section 2.07 of this 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. work experience,
- c. Location of staff that will be assigned to the project
- d. location(s) of the Offerors headquarters
- e. anticipated percentage of available time to work on this project.

Offerors are encouraged to provide reference letters and phone numbers from other parties/entities who can verify that they have successfully completed similar projects, tasks, or deliverables.

6.06

Cost Proposal

To ensure an equivalent cost basis for all offerors, costs will be estimated using the form contained in Attachment 5. Note: The State does not guarantee any minimum or maximum volume of work under this contract, or travel.

The Contractor may assign others to provide services under the contract after providing notice to, and obtaining written approval from, the Project Director. The state shall pay the Contractor its usual and customary hourly fees for services provided by technical or clerical personnel that may be utilized by the Contractor on this project.

Billing statements must include an itemization of all costs and copies of invoices for travel, unless the work is being done as a fixed price.

Project cost information should not be included in the technical proposal. One copy of the cost proposal must be submitted in a sealed envelope separate from the technical proposal.

6.07

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.

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.

SECTION SEVEN

EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

7.01

Understanding of the Project (20 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How well has the offeror demonstrated a thorough understanding of the purpose, scope, and requirements of the project?
- [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 potential deliverables the state expects it to provide?
- [d] To what degree has the offeror demonstrated an understanding of this specific region and any additional considerations that will be needed to carry out the requirements of the project?
- [e] Has the offeror demonstrated successful experience working with the multiple stakeholders in this region? (i.e. specific communities, North Slope Borough, Native Regional Corporation, Native Village Corporation, relevant federal agencies, etc.)

7.02

Methodology/Management plan (20 Percent)

Proposals will be evaluated against the questions set out below:

- [a] Has the offeror submitted a reasonable plan and how well does the plan support all of the project/grouping requirements?
- [b] Does the plan and methodology demonstrate an understanding of the region and what it would take to complete the potential tasks and deliverables identified in section 5 for the desired grouping?
- [c] Has the offeror outlined key personnel assigned to accomplish the project, illustrating lines of authority and who is responsible and accountable for completion of each component and deliverable of the RFP?
- [d] Has the offeror identified one principal staff member to serve as project leader?
- [e] Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- [f] To what degree is the proposal practical and feasible?

7.03

Experience and Qualifications (30 Percent)

Proposals will be evaluated against the questions set out below:

Questions regarding the personnel assigned to the project:

- [a] Do the individuals assigned to the project have experience on similar projects?
- [b] How extensive is the individuals experience working in this specific region?
- [c] How extensive is the individuals experience working with stakeholders in this region?

Questions regarding the organization:

- [d] Does the offeror have experience on similar projects?
- [e] How well has the firm demonstrated experience in completing similar projects on time and within budget?
- [f] Has the offeror provided a complete narrative description of the project team personnel, their qualifications, and assignments as outlined in Section 6.05?
- [f] If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

7.04 Contract Cost (20 Percent)

20% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.11.

7.05 Alaska Offeror Preference (10 Percent)

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

SECTION EIGHT ATTACHMENTS

8.01 Attachments

Attachments

1. Proposal Evaluation Form
2. Standard Agreement Form/Appendix A
3. Appendix B1
4. Alaska Bidder Affidavit
5. Cost Proposal Form

Attachment 1
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 100

7.01 Understanding of the Project— 20 Percent

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

Proposals will be evaluated against the questions set out below.

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

EVALUATOR'S NOTES _____

[b] How well has the offeror identified pertinent issues and potential problems related to the project?

EVALUATOR'S NOTES _____

[c] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

EVALUATOR'S NOTES _____

[d] To what degree has the offeror demonstrated an understanding of this specific region and any additional considerations that will be needed to carry out the requirements of the project?

EVALUATOR'S NOTES _____

[e] Has the offeror demonstrated successful experience working with the multiple stakeholders in this region? (i.e. specific communities, North Slope Borough, Native Regional Corporation, Native Village Corporation, relevant federal agencies, etc.)

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.01 _____

7.02 Methodology/Management Plan for the Project— 20 Percent

Maximum Point Value for this Section - 20 Points
100 Points x 20 Percent = 20 Points
Proposals will be evaluated against the questions set out below.

[a] Has the offeror submitted a reasonable plan and how well does the plan support all of the project/grouping requirements?

EVALUATOR'S NOTES _____

[b] Does the plan and methodology demonstrate an understanding of the region and what it would take to complete the potential tasks and deliverables identified in section 5 for the desired grouping

EVALUATOR'S NOTES _____

[c] Has the offeror outlined key personnel assigned to accomplish the project, illustrating lines of authority and who is responsible and accountable for completion of each component and deliverable of the RFP?

EVALUATOR'S NOTES _____

[d] Has the offeror identified one principal staff member to serve as project leader?

EVALUATOR'S NOTES _____

[e] Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

EVALUATOR'S NOTES _____

[f] To what degree is the proposal practical and feasible?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.02 _____

7.03 Experience and Qualifications— 30 Percent

Maximum Point Value for this Section - 30 Points
100 Points x 30 Percent = 30 Points

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel assigned to the project.

[a] Do the individuals assigned to the project have experience on similar projects?

EVALUATOR'S NOTES _____

[b] How extensive is the individuals experience working in this specific region?

EVALUATOR'S NOTES _____

[c] How extensive is the individuals experience working with stakeholders in this region?

EVALUATOR'S NOTES _____

Questions regarding the organization.

[d] Does the offeror have experience on similar projects?

EVALUATOR'S NOTES _____

[e] How well has the firm demonstrated experience in completing similar projects on time and within budget?

EVALUATOR'S NOTES _____

[f] If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.03 _____

7.04 Contract Cost — 20 Percent

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

20% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.10.

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 2.13.

EVALUATOR'S POINT TOTAL FOR 7.04 _____

7.05 Alaska Offeror Preference — 10 Percent

Alaska bidders receive a 10 percent overall evaluation point preference.
Point Value for Alaska bidders in this section -- 10 Points
100 Points x 10 Percent = 10 Points

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

EVALUATOR'S POINT TOTAL FOR 7.05 (either 0 or 10) _____

EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS _____

**Attachment 2
 STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES**

1. Agency Contract Number	2. DGS Solicitation Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number		7. Alaska Business License Number

This contract is between the State of Alaska,

8. Department of	Division	hereafter the State, and
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9. Contractor	hereafter the Contractor
---------------	--------------------------

Mailing Address	Street or P.O. Box	City	State	ZIP+4
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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 B sets forth the liability and insurance provisions of this contract.

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

ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.

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

11. Department of	Attention: Division of
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Mailing Address	Attention:
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12. CONTRACTOR		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 alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.
Name of Firm		
Signature of Authorized Representative	Date	
Typed or Printed Name of Authorized Representative		
Title		

13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division	Date		
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

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

02-093 (12/29/08)
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 any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

The 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.

Attachment 3
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 30-day prior notice of cancellation, nonrenewal or material change of conditions. 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 4
ALASKA BIDDER PREFERENCE AFFIDAVIT
(AS 36.30.170)

In response to Request for Proposal number 180000021, I certify under penalty of perjury that

(Name)

Qualifies for the Alaska Bidder Preference under the following conditions:

(1) Holds a current Alaska business license (A COPY OF THE LICENSE OR ACCEPTABLE EVIDENCE MUST BE INCLUDED WITH YOUR PROPOSAL. SEE SECTION 2.11 FOR ACCEPTABLE EVIDENCE);

(2) Submits a proposal for goods or services under the name on the Alaska business license;

(3) Has maintained a place of business within the state staffed by the proposer, or an employee of the proposer for a period of six months immediately preceding the date of the proposal;

(4) Is incorporated or qualified to do business under the laws of the State, is a sole proprietorship, and the proprietor is a resident of the State, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.05 or As 32.11 and all partners are residents of the State; and (5) If a joint venture, is composed entirely of entities that qualify under (1) to (4) of this section.

Authorized Signature

Alaska Business License Number

Printed Name

Date

Employer ID No. (EIN) or SSN

Telephone Number

Note: This "Alaska Bidder Preference Affidavit" and a copy of your current Alaska business license, or acceptable evidence, must accompany your proposal in order to ensure that the Alaska bidder preference is applied during the evaluation process.

Attachment 5
Cost Proposal Form

Offerors must fill out this form and include one copy (for each group for which the Offeror wishes to be considered) in a sealed envelope separate from the remainder of the proposal. Offerors must provide a current wage sheet for all staff including Subcontractor staff who may participate in this Contract in the format contained on Page 52. The billing rate from the attached wage sheet must match the rates entered below for the individuals specifically offered to work on this contract.

The evaluation of cost will be based on the evaluation of contractor's rates for key employees including direct labor costs plus general and administrative costs. This will be entered into the chart below as the billing rate.

If a contractor fails to provide a rate for any of the designated positions listed they will receive a total score of 0 for cost.

GROUP: _____

Labor Category	Team Member Name	Billing Rate	Relative Weight Multiplier	Weighted hourly rate
Contract Management			1.05	
Project Management			1.15	
Senior Consultant/Scientist			1.30	
Journey Level Consultant/Scientist			1.30	
Junior Consultant/Scientist			1.10	
Technical/Administrative Support			1.10	
Total				

Billing Rate Designators:

Senior designates the most highly qualified expert on the team.

Journey Level designates fully-qualified, fully-competent in the field.

Junior designates any less experienced resource that does not meet the qualifications of Journey or Senior.

Price will be scored as follows:

For each group, the billing rates proposed for the job functions will be multiplied by the Relative Weight Multiplier and then summed to obtain an aggregate rate for each Offeror.

Each Offeror's score will be calculated using the following equation.

$$\frac{(\text{Lowest aggregate rate from all Offerors in that topic area}) \times (\text{MPP}^*)}{(\text{Offeror's aggregate rate})} = \text{Offeror's Criterion Score}$$

*MPP = Maximum Possible Points

By signing below the Offeror certifies that the price was arrived at independently and without collusion, under penalty of perjury.

Offeror Name

Signature

Date

Printed Name/Title