

STATE OF ALASKA

Department of Environmental Conservation Division of Water

Informal Request for Proposals (IRFP) 190000051

Operator Course Development

Date of Issue: December 21, 2018

Purpose of IRFP: The Alaska Department of Environmental Conservation, Division of Water is soliciting proposals for the development of introductory and intermediate water treatment training course curriculum and associated materials that reflect current water treatment technology and are in line with current testing materials.

Offerors Are Not Required To Return This Form.

<u>Important Notice</u>: 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 notification of subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

Sarena Hackenmiller Procurement Officer Department of Environmental Conservation

Phone: (907) 465-5037 Fax: (907) 465-5097

Email: decdasprocurement@alaska.gov

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

Offerors must submit one hard copy of their proposal, in writing, to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. Oral proposals, faxed, or emailed proposals are not acceptable. The sealed proposal package(s) must be addressed as follows:

Department of Environmental Conservation
Division of Water
Attention: Sarena Hackenmiller
Informal Request for Proposal (IRFP) Number: 190000051

If using a <u>delivery service</u>, please use the following address: 410 Willoughby Ave., Ste. #303

Juneau, AK 99811

Proposals must be received no later than 4:00 P.M., Alaska Time on January 9, 2019.

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.

All questions concerning this IRFP must be directed to the procurement officer:

PROCUREMENT OFFICER: Sarena Hackenmiller – EMAIL <u>decdasprocurement@alaska.gov</u> PHONE 907-465-5037 - TDD *711 (Alaska Relay).*

Purpose of the IRFP

The Alaska Department of Environmental Conservation, Division of Water is soliciting proposals for the development of introductory and intermediate water treatment training course curriculum and associated materials that reflect current water treatment technology and are in line with current testing materials.

Contract Type

This is a Firm Fixed Price contract.

Contract Budget

The Department of Environmental Conservation, Division of Water, estimates a budget of between \$30,000 and \$75,000. Approval or continuation of a contract resulting from this is contingent upon legislative appropriation.

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 January 22, 2019 to approximately June 30, 2019.

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

The approximate contract schedule is as follows:

- Issue IRFP **December 21, 2018**
- Deadline for Receipt of Proposals January 9, 2019;
- State of Alaska issues Notice of Award week of January 21, 2019;
- Contract start January 22, 2019.

Location of Work

The State will not provide workspace for the Contractor. The Contractor must provide its own workspace.

Travel to other locations will not be required.

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.

Prior Experience

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

Offerors must provide a resume that clearly demonstrates, at a minimum, three years' experience in:

- (a) Water Treatment industry experiences, either through operations or other professional experience with water treatment systems; and
- (b) Providing instruction in water treatment.

Additionally, the Offeror's resume shall indicate experience developing courses for delivery to water operators, and shall include a list of courses developed. 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.

Subcontractors

Subcontractors will not be allowed.

Joint Ventures

Joint ventures will not be allowed.

Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the issuing office, addressed to the procurement officer identified in this IRFP. 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 IRFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the IRFP. The procurement officer will make that decision.

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

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.

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.

Evaluation of Proposals

Proposals will be evaluated based on the evaluation factors set out in this IRFP. After receipt of proposals, if there is a need for any substantial clarification or material change in the IRFP, 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.

Federal Requirements

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

Debarment Certification and Byrd Anti-Lobbying Amendment

Expenditures from a contract resulting from this solicitation may involve Federal funds. The U.S. Department of Labor requires all state agencies that are expending Federal funds to have a certification filed in the proposal (by the offeror) that they have not been debarred or suspended from doing business with the Federal government. Certification regarding debarment, suspension, ineligibility and voluntary exclusion lower tier covered transactions must be completed and submitted by the offeror to DEC prior to contract / purchase order award (**Appendix B: Federal Debarment Certification Form**).

The Contractor agrees to comply with all requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C 1352). A certification must be completed and submitted to the DEC prior to contract award (Appendix C: Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions).

Contract Approval

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

Proposed Payment Procedures

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

Contract Payment

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

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

Contract Changes - 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 and cannot exceed the small procurement limits established under AS 36.30.320.

When additional work is required, the state will provide the Contractor a 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 procurement officer has secured any required state approvals necessary for the amendment and a written contract amendment has been issued.

Alaska Business License and Other Required Licenses

Prior to the award of a contract, an offeror must hold a valid Alaska business license. 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.

Preferences

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

To receive the points, the qualified Minority Business Enterprise (MBE) or Women's Business Enterprise (WBE) Contractor or subcontractor must provide evidence of certification and the work that they shall perform.

Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE).

This procurement is funded in part or fully through Federal grants or cooperative agreements. It is a national policy to award a fair share of contracts to Minority Firms and Women's Business Enterprises through affirmative action. The negotiated Federal "Fair Share" percentage for **fiscal years 2018 through 2019** is 3.67% MBE and 1.54% WBE. This solicitation incorporates a five point preference for all qualified minority firms and women's business enterprises.

In order to be deemed a bona fide Minority Business Enterprise (MBE) or Women's Business Enterprise (WBE) a firm must be an independent business concern which is a least fifty-one percent (51%) owned and controlled by minority group members or women.

It is the responsibility of the offeror to include in the proposal their qualifications and/or of the qualifications of their subcontractors for this preference. It is also the responsibility of the offeror claiming eligibility for this preference to pledge in the proposal that the eligible subcontractor will be **guaranteed** at least 5.21% of the proposed work.

Following is an example of how the preference points will be calculated for qualifying businesses:

MBE/WBE Contractor's Preference [STEP 1]

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

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

100 x 5% = 5

Total Points MBE/WBE Contractor's Number of Points Available
Percentage Preference to Eligible Contractors

Under MBE/WBE Preference

[STEP 2]

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

Contractor #1 95 Points Contractor #2 90 Points Contractor #3 92 Points

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

The overall score for each proposal will be the sum of the scores received for the written proposal and any MBE/WBE preference points. The offeror with the highest scoring proposal will be selected and notified of intent to award by letter. This letter will request a fee proposal for final contract negotiations in accordance with their proposal.

Award is contingent upon the successful negotiation of final contract terms and conditions with DEC. Negotiations shall be confidential and not subject to disclosure to competing firms unless an agreement is reached. If contract negotiations cannot be concluded successfully, DEC may negotiate a contract with the next highest scoring offeror or cancel the IRFP.

DEC may terminate negotiations if a Contractor:

- Fails to provide required information
- Fails to begin negotiations in a timely manner
- Fails to negotiate in good faith
- Fails to reach an agreement

DEC reserves the right to add terms and conditions during contract negotiations so long as they are within the scope of the IRFP and will not affect the proposal ranking.

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.

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 B2, 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 B2 must be set out in the offeror's proposal.

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 prior to the deadline for receipt of proposals. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of and offeror's proposal 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, prior to the deadline for receipt of proposals.

Right of Rejection

Offerors must comply with all of the terms of the IRFP, 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 IRFP.

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 IRFP;
- 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.

Assistance to Offerors with a Disability

Offerors with a disability may receive accommodation regarding the means of communicating this IRFP or participating in the procurement process. For more information, contact the procurement officer prior to the deadline for receipt of proposals.

State Not Responsible for Preparation Costs

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

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 that 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 an Award or Notice of 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.

Authorized Signature

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

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 IRFP;
- (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 section, the state reserves the right to disregard the proposal, terminate the contract, or consider the Contractor in default.

Conflict of Interest

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

<u>Assignment</u>

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

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.

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.

Supplemental Terms and Conditions

Proposals must comply with **Right of Rejection** section. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this IRFP or that diminish the state's rights under any contract resulting from the IRFP, 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 IRFP, the term or condition of the IRFP 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.

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.

Formula Used to Convert Cost to Points

The distribution of points based on cost will be determined by the method set out below. The lowest cost proposal will receive the maximum number of points allocated to cost.

Cost will be converted to points using the following formula:

Clarification of Offers

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

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.

Notice of Award (NOA) — Offeror Notification of Selection

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

Protest

2 AAC 12.695 provides that an interested party may protest the content of the IRFP or the award of a contract.

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."

An interested party must first attempt to informally resolve the dispute with the procurement officer. If that attempt is unsuccessful, the interested party may file a written protest. The written protest must be filed with the Commissioner of the purchasing agency or the Commissioner's designee. The protester must also file a copy of the protest with the procurement officer. A protester must have submitted a proposal in order to have sufficient standing to protest the award of a contract. Written protests must include the following information:

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

If the protestor agrees, the Commissioner of the purchasing department or the Commissioner's designee may assign the protest to the procurement officer or other state official for alternate dispute resolution. In other cases, the Commissioner or the Commissioner's designee may issue a decision sustaining or denying the protest, or may conduct a hearing using procedures set out in AS 36.30.670(b).

A written protest of the content of the solicitation must be received by the Commissioner or Commissioner's designee prior to the deadline for receipt of proposals. A written protest of the award

of a contract must be received by the Commissioner or Commissioner's designee within ten days after the date the Notice of Award is issued.

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

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

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

Background Information

A manual to accompany trainings for Alaskan water system operators was last updated in September 2014; however, changes in certification exams and water treatment technology have created a need for updated training curriculum. The Department of Environmental Conservation's Operator

Certification Program (OpCert) uses exams produced by the Association of Boards of Certification (ABC). These standardized exams are used by 49 certifying agencies and ABC has developed "need-to-know" criteria that are broadly applicable to operators nationwide. As ABC has updated their exams in the past few years to reflect changes in water treatment technology and related job duties, national water industry organizations have produced new study and exam preparation materials to track these changes. Particularly, in 2017, the American Water Works Association (AWWA) released four manuals, Water System Operations (WSO) Water Treatment, Grades 1-4, intended to assist in the training of grade 1 through grade 4 operators. The manuals take into account the "need-to-know" criteria used by ABC.

Scope of Work

In order to help Alaskan operators better prepare for their jobs and for certification exams, the Department of Environmental Conservation's Operator Certification Program (OpCert) is soliciting proposals for the development of introductory and intermediate courses that utilize the AWWA WSO Water Treatment Grade 1 and 2 manuals as the base texts. The courses shall address the unique needs and requirements of water treatment operations in Alaska, while also providing broadly applicable knowledge required for ABC certification exams.

The Contractor shall develop materials that can be used to conduct 4-day trainings for both introductory and intermediate operators. Examples of material to be produced include, but are not limited to, PowerPoint presentations and associated required media, instructions for interactive learning tasks, lists of suggested exhibits for hands-on learning, and tools for assessing operator knowledge before, during, and after a course.

OpCert will then provide these training materials to Alaskan trainers, municipalities, regional health corporations, and other interested parties who are interested in conducting trainings for their operators.

Deliverables

The Contractor shall be required to provide the following deliverables:

- (a) One presentation in Microsoft PowerPoint for a 4-day classroom course for each introductory and intermediate water treatment. Each course shall be designed for four 8-hour days of instruction, with reasonable allowances for demonstrations, interactive tasks, and breaks. Material for the courses shall be based on the AWWA WSO Water Treatment Grade 1 and Grade 2 Water Treatment manuals, respectively, but also be tailored towards information that will be of particular use to Alaskan operators. The Contractor shall also produce PowerPoint presentations for a 2-3 hour review session for each course, summarizing key material from the courses. The DEC will provide the PowerPoint template/theme for the slide background.
- (b) Instructor notes that contain the necessary information to assist instructors in presenting the material. The instructor notes shall provide reference information for the material being covered, such as chapter/subsection information from the AWWA manuals. The Contractor must also provide brief summaries of the material that will be covered in each course.

- (c) Applicable media required for the presentations, including pictures and audio or video recordings. If such material is not directly produced by the Contractor, the Contractor shall provide documentation that such material may be freely used for the purposes of conducting trainings and will not violate any licenses, copyrights, or use agreements or require the payment of licenses or fees. Media produced by AWWA and referenced in the applicable manual shall be included in the presentation materials.
- (d) Detailed instructions for interactive or hands-on learning tasks that can be conducted during the courses. For every two hours of lecture time, there shall be at least one interactive or hands-on activity of 10 to 20 minutes, for a total of at least 16 interactive tasks per course. Such tasks shall include, but are not limited to, examination or manipulation of water treatment system components, quizzes or other knowledge-testing activities (in addition to those in the manual), question-and-answer sessions, and diagramming or designing water treatment systems. A variety of individual and group activities shall be included. If any interactive tasks require materials, such as water system components or water quality testing materials, the Contractor shall provide a list of suggested materials and reasonable alternatives. The Contractor shall not assume that instructors will always have specific materials available and should attempt to create activities that utilize common and widely available items.
- (e) Quizzes to assess the knowledge of course takers prior to taking the course, while taking the course, and after taking the course. Quizzes shall be designed to test the knowledge of course takers as it relates to the curriculum presented specifically in the course. Quizzes may take the form of longer sets of questions given at one time, or broken up into smaller units and delivered at intervals throughout the course.
- (f) Homework assignments for course takers to complete following each day of instruction for each course. Homework assignments shall include readings from the AWWA WSO manuals, as well as practice questions and/or tasks that reinforce the concepts learned on that day, or that will help course takers prepare for the following day.
- (g) Upon delivery of the above, the Contractor shall assign all ownership of the materials to the DEC. The DEC will permit the Contractor to use the materials for their own training purposes.

Proposal Format and Content

In order for the state to evaluate proposals fairly and completely, offerors must provide all information requested. Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal. Proposals must also confirm that the offeror will comply with all provisions in this IRFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. 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.

Cost Proposal

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

Evaluation Criteria and Contractor Selection

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criterion that is set out below.

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 IRFP 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.

Proposals will be evaluated against the questions set out in Attachment 1 Proposal Evaluation Form.

Evaluation Criteria (100 points possible)

Understanding of the Project: 5 points

How well has the offeror demonstrated a thorough understanding of the project? Does the offeror understand how introductory and intermediate water treatment training fits into the hierarchy of training in Alaska? Does the offeror understand the training needs of Alaskan water treatment operators?

Methodology used for the Project: 5 points

How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the IRFP? How well does the methodology match and achieve the objectives set out in the IRFP? Does the methodology interface with the time schedule in the proposal?

Management Plan for this Project: 5 points

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

Demonstrated experience developing training courses for water treatment operators: 20 points

Is the offeror uniquely qualified to provide these services? Does the offeror have experience developing water treatment courses at the introductory or intermediate levels? What other types of training experience does the offeror have that might be relevant to this project?

Demonstrated knowledge of or experience with water treatment plants: 20 points

Does the offeror have extensive knowledge of water treatment systems? Does the offeror have experience operating or troubleshooting water treatment systems? What other types of water treatment related experience does the offeror have that might be relevant to this project?

Cost: 40 points

The offeror must include a budget with their proposal that details the costs associated for the development of each of the courses. A maximum of 40 points will be given to the offeror with the lowest bid. DEC will use the following formula to convert costs to points:

MBE/WBE Preference: 5 points

To receive the points, the qualified Minority Business Enterprise (MBE) or Women's Business Enterprise (WBE) Contractor or subcontractor must provide evidence of certification and the work that they shall perform.

Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE).

This procurement is funded in part or fully through Federal grants or cooperative agreements. It is a national policy to award a fair share of contracts to Minority Firms and Women's Business Enterprises through affirmative action. The negotiated Federal "Fair Share" percentage for **fiscal years 2018 through 2019** is 3.67% MBE and 1.54% WBE. This solicitation incorporates a five point preference for all qualified minority firms and women's business enterprises.

In order to be deemed a bona fide Minority Business Enterprise (MBE) or Women's Business Enterprise (WBE) a firm must be an independent business concern which is a least fifty-one percent (51%) owned and controlled by minority group members or women.

It is the responsibility of the offeror to include in the proposal their qualifications and/or of the qualifications of their subcontractors for this preference. It is also the responsibility of the offeror claiming eligibility for this preference to pledge in the proposal that the eligible subcontractor will be **guaranteed** at least 5.21% of the proposed work.

ATTACHMENTS

- 1. Proposal Evaluation Form (5 pages);
- 2. Standard Agreement Form for Professional Services Appendix A (sample, 2 pages);
- 3. Appendix B2 (1 page);
- 4. Federal Debarment Certification Form Appendix B (2 pages);
- 5. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions Form Appendix C (3 pages);
- 6. Cost Proposal;
- 7. Notice of Award (sample, 1 page).

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
IRFP Number
EVALUATION CRITERIA AND SCORING
THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100
<u>Understanding of the Project</u> – 5 Percent
Maximum Point Value for this Section - 5 Points 100 Points x 5 Percent = 5 Points
Proposals will be evaluated against the questions set out below.
[a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
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] Has the offeror demonstrated an understanding of the state's time schedule and can meet it? EVALUATOR'S NOTES
EVALUATOR'S POINT TOTAL FOR <u>UNDERSTANDING OF THE PROJECT</u> :

Methodology Used for the Project - 5 Percent

Maximum Point Value for this Section - 5 Points 100 Points x 5 Percent = 5 Points
Proposals will be evaluated against the questions set out below.
[a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the IRFP?
EVALUATOR'S NOTES
[b] How well does the methodology match and achieve the objectives set out in the IRFP?
EVALUATOR'S NOTES
[c] Does the methodology interface with the time schedule in the proposal?
EVALUATOR'S NOTES
EVALUATOR'S POINT TOTAL FOR <u>METHODOLOGY</u> :
Management Plan for the Project - 5 Percent
Maximum Point Value for this Section - 5 Points 100 Points x 5 Percent = 5 Points
Proposals will be evaluated against the questions set out below.
[a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the IRFP?
EVALUATOR'S NOTES
[b] How well is accountability completely and clearly defined?
EVALUATOR'S NOTES

[c] Is the organization of the project team clear?

EVALUATOR'S NOTES
[d] How well does the management plan illustrate the lines of authority and communication?
EVALUATOR'S NOTES
[e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
EVALUATOR'S NOTES
[f] Does it appear that offeror can meet the schedule set out in the IRFP?
EVALUATOR'S NOTES
[g] Has the Contractor gone beyond the minimum tasks necessary to meet the objectives of the IRFP?
EVALUATOR'S NOTES
[h] To what degree is the proposal practical and feasible?
EVALUATOR'S NOTES
[i] To what extent has the offeror identified potential problems?
EVALUATOR'S NOTES
EVALUATOR'S POINT TOTAL FOR MANAGEMENT PLAN:

<u>Demonstrated experience developing training courses for water treatment operators</u> - 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] Is the offeror uniquely qualified to provide these services?
EVALUATOR'S NOTES
[b] Does the offeror have experience developing water treatment courses at the introductory or intermediate levels?
EVALUATOR'S NOTES
[c] What other types of training experience does the offeror have that might be relevant to this project?
EVALUATOR'S NOTES
EVALUATOR'S POINT TOTAL FOR <u>DEMONSTRATED EXPERIENCE</u> :
Demonstrated knowledge of or experience with water treatment plants – 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] Is the offeror uniquely qualified to provide these services?
EVALUATOR'S NOTES
[b] Does the offeror have extensive knowledge of water treatment systems?
EVALUATOR'S NOTES
[c] Does the offeror have experience operating or troubleshooting water treatment systems?

[d] What other types of water treatment-related experience does the offeror have that might be relevant to this project?
EVALUATOR'S NOTES
EVALUATOR'S POINT TOTAL FOR <u>DEMONSTRATED KNOWLEDGE</u> :
Contract Cost - 40 Points
Maximum Point Value for this Section - 40 Points 100 Points x 40 Percent = 40 Points
Overall, a minimum of 40 percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more preferences.
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 the solicitation.
EVALUATOR'S POINT TOTAL FOR CONTRACT COST:
Alaska Offeror Preference – Not Applicable;
Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) Preference;
Qualified MBE/WBE offerors receive a 5 percent overall evaluation point preference. Point value for Alaska bidders in this section - 5 Points 100 Points x 5 Percent = 5 Points
If an offeror qualifies for the MBE/WBE Preference, the offeror will receive an MBE/WBE Preference. The preference will be 5 percent of the total available points. This amount will be added to the overall evaluation score of each MBE/WBE offeror.
EVALUATOR'S POINT TOTAL FOR ALASKA OFFEROR PREFERENCE: Not Applicable
EVALUATOR'S POINT TOTAL FOR MBE/WBE PREFERENCE:
EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS: