



## **STATE OF ALASKA**

Department of Natural Resources

### **Request for Proposal**

RFP 10 200000040 - 2

#### **TITLE:**

Engineering Professional Services for Large Mines/Dam Safety

#### **PURPOSE:**

The State of Alaska, Department of Natural Resources, Division of Mining Land & Water is seeking competitive proposals for engineering assistance related to large mines and dam safety projects.

Amendment #1 is issued to correct the Table of Contents.

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

ADA: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a bid should contact the DNR Procurement Section via fax to 907-269-890; email to [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov); telephone at 907-269-8687; 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: December 05, 2019**

**Deadline for Receipt of Proposals: January 14, 2020 14:00:00**

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

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

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

### PREFERENCES

Does your business qualify for the Alaska bidder preference?

☐ Yes ☐ No

Does your business qualify for the Alaska veteran preference?

☐ Yes ☐ No

### PROPOSAL SCHEDULE

| Event Date | Event Description              |
|------------|--------------------------------|
| 01/14/20   | Solicitation Closing Date/Time |

### LINE ITEMS

| Line No.   | Description   | Quantity      | Unit         | Unit Cost           |
|------------|---|---------------|--------------|---------------------|
| 1          | Engineering Prof. Svcs. for Large Mines/Dam Safety Projects |               |              |                     |
| Start Date | End Date  | Delivery Date | F.O.B. Point | Extended Line Total |
| 02/01/20   | 01/31/22  |               |              |                     |

#### Extended Description:

DO NOT ENTER PRICING INFORMATION HERE. PRICING INFORMATION IS NOT REQUIRED FOR 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<br>(DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.) |
| 12   | Minimum Req          |        |   |
| 2  | Experience           | 55     |   |
| 5  | Understanding        | 30     |   |
| 7  | AK Offeror Pref      | 10     |   |
| 4  | Management Plan      | 5      |   |

| Terms and Conditions |                       |         |
|----------------------|-----------------------|---------|
| No.                  | Name                  | Section |
| 004                  | Request for Proposals |         |

|  |                                       |  |                     |
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## **1. INTRODUCTION AND INSTRUCTIONS**

### **1.01 Purpose of the RFP**

The Department of Natural Resources, Division of Mining Land & Water (Division) is soliciting proposals for professional services to assist DNR in conducting technical reviews of applications related to mining projects and dams. DNR intends to award contract(s) for mining and dam safety related engineering particularly regarding: water and tailings dams; alternative tailings disposal; pit, waste rock dump, dry-stack tailings facilities and dam slope stability; dam seepage; seismology; hydrology and hydraulics; surface and groundwater modeling; hydrogeology and geochemistry; water management and water balances; mine closure and reclamation; mine closure and reclamation cost estimates; and, other related engineering specialties that may arise. Mining includes metal and non-metal mines including coal.

DNR anticipates the initial term of the contract ending January 31, 2022, with an optional one-year renewal, upon mutual agreement between the State and the Contractor.

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 Division to issue specific Notices to Proceed (NTPs) under that term contract for completion of more specific work tasks. NTPs and their corresponding specific scopes of work will be issued separate from this RFP. NTPs require completion of specific scopes of work under specific timelines and costs. DNR may select more than one qualified term contractor. If more than one contractor is selected for award, Contractors will be ranked in the order of their evaluation score and the State will follow this order in assigning work, unless certain circumstances occur as defined in Section 3.01 herein. A more detailed description including the Scope of Work can be found in Section 3 of this RFP.

### **1.02 Budget**

The term contract budget is estimated to be \$500,000 total for all contracts and all years. This budget amount does not represent a work commitment.

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

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

Proposals must be received by the DNR Procurement Section no later than the prevailing Alaska Time on the date shown on page one of this RFP as the Deadline for Receipt of Proposals. Faxed or emailed proposals are acceptable but not encouraged. Oral proposals are not acceptable.

### **1.04 Prior Experience**

For offers to be considered responsive, the engineer assigned to this contract must meet the

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following minimum prior experience requirements:

1. The lead engineer in responsible charge of the work shall be registered in Alaska as a professional engineer.
2. The proposed project team shall include an engineer with a minimum of 20 years of experience specifically related to mines and/or dams.
3. The proposed project team must include an engineer qualified in accordance with 11 AAC 93.193(a).

Supporting evidence must be included with the offeror's proposal to show proof of the minimum experience requirements noted above including three (3) technical references (contact names and telephone numbers) to validate the offeror's performance history.

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

### **1.05 Required Review**

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

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

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

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

Procurement Officer: Marlys Hagen, C.P.M. – PHONE 907-269-8666 - FAX 907-269-8909 - TDD 907-269-8411 – Email [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov)

### **1.07 Return Instructions**

If using the U.S. mail, a delivery service, or delivering in person offerors must submit four hard copies of their technical proposal and one electronic copy on a "thumb drive", in writing, to the procurement officer in a sealed package. The sealed proposal package(s) must be addressed

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as follows:

Department of Natural Resources

Support Services Division

Procurement Section

Attention: Procurement Officer

Request for Proposal (RFP) Number: 200000040

RFP Title: Engineering Professional Services for Large Mine and Dam Safety Projects

550 W. 7th Avenue, Suite 1330

Anchorage, Alaska 99501

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

If submitting a faxed proposal, it is the offeror's responsibility to contact the DNR Procurement Section at 907-269-8666 to make arrangements prior to faxing the proposal and to confirm that the proposal has been received. The DNR Procurement Section's fax number is 907-269-8909. If submitting a proposal by fax, please send only one copy of the technical proposal. Faxed proposals must be received in their entirety by the DNR Procurement Section not later than the Deadline for Receipt of Responses. Late proposals will be considered non-responsive and will be rejected.

If submitting a proposal via email the proposal must be saved as a PDF document and emailed to [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov), clearly labeled, such as "Vendor A – Proposal.pdf" (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line. The maximum size of a single email (including all text and attachments) that can be received by the state is **20mb** (megabytes). If the email containing the proposal exceeds this size the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. Please send only one copy of the proposal if submitting a proposal via email. It is the offeror's responsibility to contact the issuing agency at 907-269-8666 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments. Also, DNR Procurement will not accept emailed proposals in a modifiable file format, i.e., MS Word, etc. Emailed proposals must be received in their entirety by the DNR Procurement Section not later than the Deadline for Responses. Late proposals will be considered non-responsive and will be rejected.

Proposals must be received in their entirety by the DNR Procurement Section not later than the Deadline for Receipt of Responses. If the proposal is not received at or before the deadline, the proposal will be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

## 1.08 Proposal Contents

The following information must be included in all proposals.



|  |                                       |  |                     |
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(a) Authorized Signature

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

(b) Offeror's Certification

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

- [a] the laws of the State of Alaska;
- [b] the applicable portion of the Federal Civil Rights Act of 1964;
- [c] the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- [d] the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- [e] all terms and conditions set out in this RFP;
- [f] a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- [g] that the offers will remain open and valid for at least 90 days; and
- [h] that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

(c) Vendor Tax ID

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

(d) Conflict of Interest

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

(e) Federal Requirements

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

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

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

### **1.10 Amendments to Proposals**

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received not later than the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

### **1.11 Amendments to the RFP**

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

### **1.12 RFP Schedule**

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

The length of the contract will be from the date of award, approximately January 31, 2020 through January 31, 2022, with one one-year optional renewal to January 31, 2023.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other part 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:

- a. Issue RFP December 5, 2019
- b. Deadline for Receipt of Proposals January 14, 2020,
- c. Proposal Evaluation Committee complete evaluation by January 17, 2020,
- d. State of Alaska issues Notice of Intent to Award a Contract January 17, 2020,

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- e. State of Alaska issues contract January 31, 2020,
- f. Contract start January 31, 2020,
- g. First contractor work period January 31, 2020 through January 31, 2022.

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

### **1.13 Pre-proposal Conference**

The State does not intend to hold a pre-proposal conference at this time. The State reserves the right to schedule a pre-proposal conference if it deems necessary. If one is scheduled, notification will be made to potential offerors known to have a copy of the RFP and posted on the State of Alaska's Online Public Notice System.

### **1.14 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.

### **1.15 News Releases**

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

## **2. BACKGROUND INFORMATION**

### **2.01 Background Information**

The Division of Mining, Land and Water (DMLW) within the Alaska Department of Natural Resources (ADNR) is responsible for issuing various permits and approvals for large mine projects and dams in Alaska. For example, the DMLW issues: mill site leases; water usage and appropriation authorizations; approvals for mine operation, construction and reclamation plans; and, certificates of approval for construction, operation, repair, modification, removal or abandonment of dams. These large mine and dam safety related permits often share information common with other agencies including the U.S. Army Corps of Engineers (Section 404 permits, Section 10 permits), the Alaska Department of Environmental Conservation (APDES permits, waste management and disposal permits, Section 401 certifications, and pollution prevention plans). These permits and approvals cover a broad range of water

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management and mining related activities including exploration, production, reclamation, monitoring, and closure and various types and purposes of dams including, but not limited to. water supply dams, mine tailings dams, and small hydroelectric dams that are not regulated by the Federal Energy Regulatory Commission (FERC).

Permits for these projects are issued after the review and approval of various technical and operational documents submitted by the applicants, including environmental impact statements, field and laboratory investigation reports, chemical analyses, computer models, design criteria and engineering evaluation reports, design memorandums, detailed design drawings, technical specifications, construction quality assurance/quality control plans, construction completion reports, as-built drawings, dam operations and maintenance manuals, mine operations plans, reclamation and closure plans, risk assessments and other information.

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

#### **3.01 Scope of Work**

The objective of this contract is to support DNR by reviewing technical information provided during the permitting and construction process of various projects for which applications are submitted. The Contractor shall review select portions of the application for consistency with regulations, generally recognized or project specific design standards, and the standard of care generally provided for a similar project by a qualified engineer or other professional. The Contractor may provide redline markups of each submittal, discuss the project with DNR, provide comments, observations, opinions and recommendations in writing, and participate in project meetings. On occasion, laboratory testing, engineering calculations or computer models may be required to independently verify the content of a particular application. Limited field inspections may be required. The Contractor may also be requested to participate in, manage, or provide independent experts for project specific design review boards or panels of expert reviewers. This may require subcontracting with industry recognized and specialized experts, not limited to the United States, that may be employed or retained independent from the Contractor, subject to approval from ADNR within a specific NTP.

#### **Schedule**

The Contractor shall be responsive to the applicant's project schedule. The lead engineer must be committed to providing continuity for the duration of the contract. All reviews shall be conducted in a timely manner and in accordance with schedules indicated in specific NTPs and under the direction of the lead engineer.

Due to the prolonged timelines expected in some application processes, the contracts will remain valid for any NTPs authorized before the end of the period of performance specified in the contract.

#### **Execution**

The Contractor shall provide services as identified and authorized by sequentially numbered

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NTPs, which shall be negotiated for each project assigned. The Contractor shall not perform services or incur billable expense except as authorized by an NTP.

DNR will provide select portions of the applicant's permit or baseline submittal to the Contractor for review, with a written description of the specific type of review work requested and, in some cases, an estimated level of effort that would be required for the work. For each NTP, the Contractor shall provide a brief proposal that includes a schedule of work, proposed scope of the review, who would be conducting the work, a description of deliverables, and an estimate of all time and costs to complete the task. Occasionally, when time is of the essence, this process will be conducted orally followed by written confirmation in the form of an NTP.

The Contractor shall not perform any services under this Agreement without receipt of a signed NTP from the Contracting Agency. The Contractor shall not exceed the cost estimate without additional written approval from DNR. Email and facsimile correspondence is acceptable for this aspect of the contract.

The Contractor shall obtain prior Contracting Agency approval of each person assigned to work under the contract. Services performed by non-approved persons may not be acceptable. The Contracting Agency reserves the right to withdraw approval of any person by written notice to the Contractor.

All correspondence and documents submitted by the Contractor shall bear the Contracting Agency's assigned contract and task number and title.

### **Potential Disqualification, Technical Limitations and Conflicts of Interest or Schedule**

Any association with current mine or dam projects in Alaska including related work in other parts of the world for clients known to be operating in Alaska must be indicated in the proposal. If there appears to be any association, the Contracting Agency will clarify the level of involvement and potential conflicts prior to contract award or issuance of an NTP. Any association with current mine or dam projects in Alaska that are not disclosed may result in disqualification or termination of the contract or NTP. If requested, an additional disclosure of potential conflicts of interest must be provided on a task specific basis prior to executing an NTP.

In the event the applicable contractor is unable to perform a portion of the services due to technical limitations, funding/budget issues, conflicts of interest, schedule requirements or by mutual agreement, the Contracting Agency reserves the right to assign applicable portions of the work to the next highest ranked contractor(s), or solicit separately for those services.

### **3.02 Deliverables**

The contractor will be required to provide the following deliverables:

1. A work proposal for each specific task under consideration by DNR accompanied by a time and cost to perform the scope of work within the parameters established by the term contract.
2. Notes, results, recommendations, evaluations, studies, opinions, and technical findings for all activities or items related to above term contractor duties.

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3. Other deliverables and documentation as assigned.

### **3.03 Contract Type**

The State intends to award term contract(s) for these services. Payments under the contract will either be time and expenses or fixed price, depending on the nature of the work, as specified in the NTP.

### **3.04 Proposed Payment Procedures**

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report.

For fixed price NTPs, payment will be made at the negotiated price for each Notice to Proceed approved by DNR.

For time and expenses NTPs, the Contractor will be reimbursed for labor cost at the loaded hourly rates indicated in the fee schedule, and for reasonable and necessary direct expenses. Markup of subcontractor costs will not be allowed. The Contractor shall provide a unique invoice for each NTP. Billing statements must include an itemization of all costs and copies of invoices for travel. No payment will be made until the progress report and billing has been approved by the project director.

### **3.05 Prompt Payment for State Purchases**

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

### **3.06 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.

### **3.07 Location of Work**

The location where the majority of the work is to be performed, completed and managed is at the Contractor's Office, but there may be some time spent in Anchorage or Fairbanks at DNR's offices. There may also be time spent at remote project sites across Alaska during field

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inspection or the examination of facilities or core samples, or at other locations to assist DNR in meetings with Applicants, company representatives or other officials.

### **3.08 Third-Party Service Providers**

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.

Subcontractor experience shall be considered in determining whether the offeror meets the requirements set forth in Section 1.04 Prior Experience of this RFP.

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 respective professional engineering licenses unless working under the direct supervision of the Alaska registered engineer required under Section 1.04 of this RFP; 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 State's project director. Subcontracts with members of project-specific design review boards that may be established or convene during the term of the contract do not need to be identified in the proposal.

### **3.09 Joint Ventures**

Joint ventures will not be allowed.

### **3.10 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.

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### **3.11 F.O.B. Point**

Not applicable.

### **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 manager. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

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

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project manager may instruct the contractor to make corrections or modifications if needed to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

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

### **3.14 Liquidated Damages**

Not applicable

### **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 manager has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Natural Resources or the Commissioner's designee.

### **3.16 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



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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:

- a. Any solicitation, proposal, work product, software, analyses, opinion, or other information made available to the Contractor which the State of Alaska designates as confidential under AS 38.05.035(a)(8)(C),
- b. Information submitted to the State of Alaska and forwarded to the Contractor for services under this contract when the originator of the submittal has requested confidentiality under AS 38.05.035(a)(8)(C).

Information to be held confidential under AS 38.05.035(a)(8)(C) may include, but is not limited to, all geological, geophysical, and engineering data supplied, whether or not concerned with the extraction or development of natural resources.

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.

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

### **3.17 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.

### **3.18 Termination for Default**

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

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

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

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

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

### **4.02 Introduction**

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

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

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

Proposals must include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest as required by paragraphs 1.08(d) and 3.01 of this RFP.

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

#### **4.03 Understanding of the Project and Management Plan**

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project. Also required are comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work. Also include descriptions of how project information will be communicated with DNR.

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

Offerors must provide sufficient evidence to demonstrate and confirm compliance with Section 1.04 Prior Experience. Contact names and telephone numbers must also be included.

DNR requests technical assistance from engineering consultants who are highly qualified in the mine and dam related aspects of the civil, structural, geotechnical/geochemical, environmental and mining engineering disciplines. The Contractor should have a broad base of experience with mines and dams, and be capable of providing expert review and opinions on a wide variety of mine and dam related subjects including the following disciplines at a minimum:

1. Civil/Geotechnical/Mining/Structural/Geochemical/Environmental
  - a. Tailings management and disposal for slurry, paste and filter pressed tailings
  - b. Waste rock and spoil storage and disposal
  - c. Mining geochemistry including metal leaching/acid rock drainage (ML/ARD) evaluation and mitigation, cyanide management, water quality, and related mine operation and closure disciplines
  - d. Geology, hydrogeology, and geotechnical engineering for water storage dams, tailings dams, paste and dry stack tailings facilities, and in-pit and out-of-pit spoil stockpiles
  - e. Safety of water and tailings storage dams including dam break analysis and hazard potential classification

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- f. Soil and rock slope stability including pits and highwalls
- g. Stability in underground mining including surface subsidence
- h. Structural and seismic engineering
- i. Surface and ground water management including hydraulics, hydrology and water balances
- j. Mine closure and reclamation, and related cost estimates
- k. Design review board management and participation

The Contractor shall be a consulting firm or business that regularly engages in mining-related and dam engineering and technical services. The lead engineer shall assemble a team of experts, including subcontractors as necessary, to support the work. Experience with mine and dam projects in arctic, sub-arctic, coastal, and alpine locations is desirable. The lead engineer responsible for directing the work under this contract must be an Alaska registered professional engineer, and the team must include an engineer qualified in accordance with 11 AAC 93.193(a).

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

- (a) title,
- (b) resume or curricula vitae,
- (c) location(s) where work will be performed, and
- (d) anticipated percentage of available time to work on this contract.

Offerors must provide reference names, email addresses, and phone numbers for three (3) projects the offeror's firm has completed related to the various technical areas described above. Independent engineers who may be recruited on a task specific basis to serve on design review boards or independent review panels do not need to be identified in the proposal.

#### **4.05 Employment Practices**

Offerors must include narrative statements that illustrate the employment practices of the firm or person with regard to women and minorities.

#### **4.06 Evaluation Criteria**

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

An evaluation will 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.

### **5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**

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

### **5.01 Understanding of the Project and Management Plan (30%)**

Proposals will be evaluated against the questions set out below:

- a. How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- b. How well has the offeror identified pertinent issues and potential problems related to the project?
- c. To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- d. How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- e. How well is accountability completely and clearly defined?
- f. Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

### **5.02 Experience and Qualifications (55%)**

Proposals will be evaluated against the questions set out below:

- a. Questions regarding the personnel:

[1] To what extent do the individuals assigned to the project have experience on similar projects including the specific disciplines listed in Section 4.04?

[2] Are resumes or curricula vitae complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?

[3] To what extent does the lead engineer's experience and team members, meet or exceed the minimum requirements defined in Section 1.04?

- b. Questions regarding the firm and subcontractor (if used):

[1] How well has the firm and the engineer in responsible charge demonstrated experience in completing similar projects on time and within budget, as confirmed by references?

[2] How successful is the general history of the firm regarding timely and successful completion of projects, as confirmed by references?

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[3] Does the firm appear to have sufficient staff availability to be able to perform this work?

[4] To what extent does the offeror have experience with mine and dam projects in arctic, sub-arctic, coastal, and alpine locations?

### **5.03 Employment Practices (5%)**

Proposals will be evaluated against the questions set out below.

[a] How successful are the employment practices of the firm or person with regard to women and minorities?

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

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

## **6. GENERAL PROCESS INFORMATION**

### **6.01 Informal Debriefing**

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

### **6.02 Alaska Business License and Other Required Licenses**

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

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

- 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

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e. a sworn and notarized statement that the offeror has applied and paid for the Alaska business license.

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

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

Prior the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute, including a corporate certificate of authorization to practice engineering in Alaska as required by AS 08.48.241 and 12 AAC 36.135 in addition to the professional engineering license for the person identified under Item 1 and 3 of Section 1.04. A copy of the corporate certificate of authorization should be included with the proposal as well as the license numbers of all professional engineers listed in the proposal.

### **6.03 Site Inspection**

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

### **6.04 Clarification of Offers**

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

### **6.05 Discussions with Offerors**

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

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Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

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

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

## **6.06 Evaluation of Proposals**

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

## **6.07 Contract Negotiation**

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

If contract negotiations are commenced, they may be held in the Robert B. Atwood Building, 550 W. 7<sup>th</sup> Ave. in Anchorage, Alaska.

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

## **6.08 Failure to Negotiate**

If the selected offeror either:

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



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

## **6.09 Offeror Notification of Selection**

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

## **6.10 Protest**

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

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

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

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

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

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

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

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## 6.11 Application of Preferences

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

Alaska Products Preference - AS 36.30.332

Recycled Products Preference - AS 36.30.337

Local Agriculture and Fisheries Products Preference - AS 36.15.050

Employment Program Preference - AS 36.30.321(b)

Alaskans with Disabilities Preference - AS 36.30.321(d)

Alaska Veteran's Preference - AS 36.30.321(f)

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

## 6.12 Alaska Bidder Preference

Not applicable to RFPs for architects, engineers, or land surveyors.

## 6.13 Alaska Veteran Preference

Not applicable to RFPs for architects, engineers, or land surveyors.

## 6.14 Alaska Offeror Preference

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

## 6.15 Formula Used to Convert Cost to Points

Not applicable to RFPs for architects, engineers, or land surveyors.

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## **6.16 Examples: Converting Cost to Points and Applying Preferences**

Not applicable to RFPs for architects, engineers, or land surveyors.

## **7. General Legal Information**

### **7.01 Standard Contract Provisions**

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

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

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

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

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

### **7.04 Human Trafficking**

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

### **7.05 Right of Rejection**

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

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

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proposal may be rejected.

Minor informalities that:

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

may be waived by the procurement officer.

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

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

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

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

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

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

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

#### **7.08 Assignment**

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

#### **7.09 Disputes**

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

#### **7.10 Severability**

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

#### **7.11 Supplemental Terms and Conditions**

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

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

#### **7.12 Contract Invalidation**

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

#### **7.13 Solicitation Advertising**

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

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## 8. ATTACHMENTS

### 8.01 Proposal Evaluation Form

### 8.02 Standard Agreement Form - Appendix A, General Conditions

### 8.03 Appendix B2

### 8.01 PROPOSAL EVALUATION FORM

Offeror Name: \_\_\_\_\_  
 Evaluator \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date of Review: \_\_\_\_\_  
 RFP Number: \_\_\_\_\_

## EVALUATION CRITERIA AND SCORING

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

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

### 5.01 Understanding of the Project and Management Plan—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.

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

NOTES:

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

NOTES:

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

NOTES:

d. How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

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NOTES:

e. How well is accountability completely and clearly defined?

NOTES:

f. Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

NOTES:

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

## **5.02 Experience and Qualifications—55 Percent**

Maximum Point Value for this Section - 55 Points

100 Points x 55 Percent = 55 Points

Proposals will be evaluated against the questions set out below.

a. Questions regarding the personnel.

1) To what extent do the individuals assigned to the project have experience on similar projects, including the specific disciplines listed in Section 4.04?

NOTES:

2) Are resumes or curricula vitae complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

NOTES:

3) To what extent does the lead engineer's experience and team members, meet or exceed the minimum requirements defined in Section 1.04?

NOTES:

b. Questions regarding the firm.

1) How well has the firm and the engineer in responsible charge demonstrated experience in completing similar projects on time and within budget, as confirmed by references?

NOTES:

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2) How successful is the general history of the firm regarding timely and successful completion of projects, as confirmed by references?

NOTES:

3) Does the firm appear to have sufficient staff availability to be able to perform this work?

NOTES:

4) To what extent does the offeror have experience with mine and dam projects in arctic, sub-arctic, coastal, and alpine locations?

NOTES:

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

### **5.03 Employment Practices – 5 Percent**

a. How successful are the employment practices of the firm or person with regard to women and minorities?

NOTES:

**EVALUTOR'S POINT TOAL FOR 5.03:** \_\_\_\_\_

**PROCUREMENT OFFICER'S POINT TOTAL FOR 5.01 through 5.03:** \_\_\_\_\_

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

Point Value for this Section — 10 Points

100 Points x 10 Percent = 10 Points

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

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

### **5.05 COMBINED TOTAL**

This section will be completed by the Procurement Officer.



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a. Evaluator's Combined Total for Sections 5.01 – 5.03: \_\_\_\_\_

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

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

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

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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.

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## APPENDIX B<sub>2</sub> INDEMNITY AND INSURANCE

### Article 1. Indemnification

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

### Article 2. Insurance

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

**2.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

**2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

**2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

**2.4 Professional Liability Insurance:** covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

| <b>Contract Amount</b> | <b>Minimum Required Limits</b>           |
|------------------------|--|
| Under \$100,000        | \$300,000 per Claim / Annual Aggregate   |
| \$100,000-\$499,999    | \$500,000 per Claim / Annual Aggregate   |
| \$500,000-\$999,999    | \$1,000,000 per Claim / Annual Aggregate |
| \$1,000,000 or over    | Refer to Risk Management                 |