

STATE OF ALASKA REQUEST FOR PROPOSALS



MOVES, Mobile Sources, Modeling and Technical Support RFP 18-211-20-A ISSUED JANUARY 6, 2020

The Department of Environmental Conservation (DEC), Division of Air Quality (AQ), is soliciting proposals from qualified professionals to provide assistance in the development, maintenance, and review of the Environmental Protection Agency's (EPA) mandatory Motor Vehicle Emission Simulator (MOVES) model and its reiterations in support of centralized functionality for mobile source air emission modeling for the State of Alaska and its affected communities. DEC seeks assistance in use of the model and technical support in conjunction with emission budgets and conformity determinations. Also needed is technical assistance for transportation air quality and mobile sources modeling in general, as well as review of new guidance material from EPA and FHWA (Federal Highway Administration) assistance with technical communications with EPA and FHWA with regards to various air quality and mobile source models.

ISSUED BY:
DEPARTMENT OF ENVIRONMENTAL
CONSERVATION
DIVISION OF ADMINISTRATIVE SERVICES,
PROCUREMENT SECTION

PRIMARY CONTACT:
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PROCUREMENT OFFICER
DECDAProcurement@alaska.gov

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT, IN SECTION 1.07, TO RECEIVE SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

TABLE OF CONTENTS

SECTION 1.	INTRODUCTION & INSTRUCTIONS.....	4
SEC. 1.01	PURPOSE OF THE RFP.....	4
SEC. 1.02	BUDGET.....	4
SEC. 1.03	DEADLINE FOR RECEIPT OF PROPOSALS.....	4
SEC. 1.04	PRIOR EXPERIENCE.....	4
SEC. 1.05	REQUIRED REVIEW	5
SEC. 1.06	QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS.....	5
SEC. 1.07	RETURN INSTRUCTIONS.....	6
SEC. 1.08	PROPOSAL CONTENTS	6
SEC. 1.09	ASSISTANCE TO OFFERORS WITH A DISABILITY	7
SEC. 1.10	AMENDMENTS TO PROPOSALS	7
SEC. 1.11	AMENDMENTS TO THE RFP	7
SEC. 1.12	RFP SCHEDULE	7
SEC. 1.13	PRE-PROPOSAL CONFERENCE	8
SEC. 1.14	ALTERNATE PROPOSALS.....	8
SEC. 1.15	NEWS RELEASES	8
SECTION 2.	BACKGROUND INFORMATION	9
SEC. 2.01	BACKGROUND INFORMATION.....	9
SECTION 3.	SCOPE OF WORK & CONTRACT INFORMATION.....	9
SEC. 3.01	SCOPE OF WORK.....	9
SEC. 3.02	CONTRACT TERM.....	11
SEC. 3.03	DELIVERABLES	11
SEC. 3.04	CONTRACT TYPE	13
SEC. 3.05	PROPOSED PAYMENT PROCEDURES	14
SEC. 3.06	PROMPT PAYMENT FOR STATE PURCHASES	14
SEC. 3.07	CONTRACT PAYMENT.....	14
SEC. 3.08	LOCATION OF WORK.....	15
SEC. 3.09	THIRD-PARTY SERVICE PROVIDERS	15
SEC. 3.10	SUBCONTRACTORS.....	15
SEC. 3.11	JOINT VENTURES.....	16
SEC. 3.12	RIGHT TO INSPECT PLACE OF BUSINESS.....	16
SEC. 3.13	F.O.B. POINT.....	16
SEC. 3.14	CONTRACT PERSONNEL	16
SEC. 3.15	INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	16
SEC. 3.16	LIQUIDATED DAMAGES.....	16
SEC. 3.17	CONTRACT CHANGES - UNANTICIPATED AMENDMENTS.....	16
SEC. 3.18	NONDISCLOSURE AND CONFIDENTIALITY.....	17
SEC. 3.19	INSURANCE REQUIREMENTS	17
SEC. 3.20	TERMINATION FOR DEFAULT.....	18
SECTION 4.	PROPOSAL FORMAT AND CONTENT	19
SEC. 4.01	PROPOSAL FORMAT AND CONTENT	19
SEC. 4.02	INTRODUCTION.....	19
SEC. 4.03	MANAGEMENT PLAN & METHODOLOGY FOR THE PROJECT.....	20
SEC. 4.04	EXPERIENCE AND QUALIFICATIONS.....	20
SEC. 4.05	COST PROPOSAL/PRICING	21

SEC. 4.06	EVALUATION CRITERIA	22
SECTION 5.	EVALUATION CRITERIA AND CONTRACTOR SELECTION.....	23
SEC. 5.01	MANAGEMENT PLAN FOR THE PROJECT (25 POINTS)	23
SEC. 5.02	EXPERIENCE AND QUALIFICATIONS (30 POINTS)	23
SEC. 5.03	CONTRACT COST (40 POINTS)	24
SEC. 5.04	MBE/WBE PREFERENCE (5 POINTS)	24
SECTION 6.	GENERAL PROCESS INFORMATION	25
SEC. 6.01	INFORMAL DEBRIEFING	25
SEC. 6.02	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	25
SEC. 6.03	SITE INSPECTION.....	25
SEC. 6.04	CLARIFICATION OF OFFERS.....	25
SEC. 6.05	DISCUSSIONS WITH OFFERORS	26
SEC. 6.06	EVALUATION OF PROPOSALS.....	26
SEC. 6.07	CONTRACT NEGOTIATION	26
SEC. 6.08	FAILURE TO NEGOTIATE.....	26
SEC. 6.09	OFFEROR NOTIFICATION OF SELECTION.....	27
SEC. 6.10	PROTEST	27
SEC. 6.11	APPLICATION OF MINORITY BUSINESS ENTERPRISE (MBE)	28
	AND WOMEN’S BUSINESS ENTERPRISE (WBE) PREFERENCES- AS 36.30.890	28
SEC. 6.12	FORMULA USED TO CONVERT COST TO POINTS.....	28
SEC. 6.13	EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES	28
SEC. 6.14	FEDERAL DEBARMENT CERTIFICATION & BYRD ANTI-LOBBYING AMENDMENT... ..	29
SECTION 7.	GENERAL LEGAL INFORMATION	31
SEC. 7.01	STANDARD CONTRACT PROVISIONS.....	31
SEC. 7.02	PROPOSAL AS A PART OF THE CONTRACT	31
SEC. 7.03	ADDITIONAL TERMS AND CONDITIONS.....	31
SEC. 7.04	HUMAN TRAFFICKING	31
SEC. 7.05	RIGHT OF REJECTION.....	31
SEC. 7.06	STATE NOT RESPONSIBLE FOR PREPARATION COSTS	32
SEC. 7.07	DISCLOSURE OF PROPOSAL CONTENTS.....	32
SEC. 7.08	ASSIGNMENT	32
SEC. 7.09	DISPUTES	32
SEC. 7.10	SEVERABILITY.....	32
SEC. 7.11	SUPPLEMENTAL TERMS AND CONDITIONS.....	33
SEC. 7.12	CONTRACT INVALIDATION.....	33
SEC. 7.13	SOLICITATION ADVERTISING	33
SEC. 7.14	FEDERALLY IMPOSED TARIFFS	33
SECTION 8.	ATTACHMENTS.....	34
SEC. 8.01	ATTACHMENTS	34
ATTACHMENT 1:	PROPOSAL EVALUATION FORM.....	35

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Environmental Conservation (DEC), Division of Air Quality (AQ), is soliciting proposals from qualified professionals to provide assistance in the development, maintenance, and review of the Environmental Protection Agency's (EPA) mandatory Motor Vehicle Emission Simulator (MOVES) model and its reiterations in support of centralized functionality for mobile source air emission modeling for the State of Alaska and its affected communities. DEC seeks assistance in use of the model and technical support in conjunction with emission budgets and conformity determinations. Also needed is technical assistance for transportation air quality and mobile sources modeling in general, as well as review of new guidance material from EPA and FHWA (Federal Highway Administration) assistance with technical communications with EPA and FHWA with regards to various air quality and mobile source models.

SEC. 1.02 BUDGET

The Department estimates a budget of no more than \$150,000.00 for the first year, and each year thereafter, and not to exceed an amount of \$800,000.00 for performance and completion of the services provided for herein over the entire duration of the contract resulting from this RFP, to include any and all renewals. Any proposals that exceed \$150,000.00 for the first year will be considered non-responsive.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **4:00 p.m.** prevailing Alaska Time on *January 27, 2020*. Faxed, oral or emailed proposals are not acceptable.

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

SEC. 1.04 PRIOR EXPERIENCE

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

- **Firm – 10 years' experience**

The firm must have at least 10 years of contracted experience in air quality related project management. Prior experience must include managing at a minimum, one project with a minimum budget of \$500,000. Subcontractors shall not be used to meet this requirement.

- **Project Manager – eight years' experience**

Each project manager associated with this proposal must have at least eight years of contracted experience in air quality or environmental related project management. Any experience not referenced within the firm's list of contracts, must be clearly identified in the personal resume. Subcontractors may be used to meet this requirement.

- **Project Team experience**

The project team must meet the following minimum requirements. An offeror may use one or more employees to meet the minimum requirements. Subcontractors may be used to meet these

requirements.

- **Experience with modeling, including EPA MOVES model**
 - Three years' experience in using the MOVES model;
 - Three years' experience using EPA models in developing SIP and conformity inventories and NEI (National Emission Inventory) submittals to EPA. Experience must include both planning and episodic modeling inventories, as well as regional and project level conformity evaluations;
 - If there is any experience with cold climate analysis, please identify or highlight.
- **Experience evaluating vehicle control strategies**
 - Minimum of three years' experience evaluating and analyzing automotive emission control systems including emissions benefit and cost benefit analyses;
 - The Contractor must be familiar with all the different methods to perform calculations for emission benefits for mobile sources.
- **Transportation Planning**
 - Three years' experience evaluating the use of alternative fuels as control strategies for air pollution;
 - Three years' experience dealing with transportation and general conformity issues;
 - If there is any experience with cold climate analysis, please identify or highlight.
- **Strategic Planning and Negotiation**
 - Experience providing technical support in negotiations on behalf of a State or local agency when dealing with Federal Agencies or actions.
 - The Contractor must be familiar with state and federal fuel rules and the unique conditions regarding fuel programs, transportation and air quality programs in Alaska.

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

SEC. 1.05 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 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, at least ten days before the deadline for receipt of proposals.

SEC. 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 this decision.

SEC. 1.07 RETURN INSTRUCTIONS

Offerors **shall submit one hardcopy original proposal, and one electronic version of their proposal on a CD to the Procurement Officer in a sealed package.** The electronic version shall be an unprotected Microsoft Word document. The **Cost Proposal** included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The electronic version of the cost proposal shall be an Adobe .pdf document. The sealed proposal package(s) may be hand delivered, or U.S. mail or any delivery service to the Procurement Officer noted below. Oral proposals, faxed, or emailed proposals are not acceptable. The sealed proposal package(s) must be addressed as follows:

Department of Department of Environmental Conservation
Division of Administrative Services
Procurement Section
Attention: Sarena Hackenmiller
555 Cordova Street
Anchorage, AK 99501
Request for Proposal (RFP) Number: **18-211-20-A**
RFP Title: **MOVES, Mobile Sources, Modeling and Technical Support**

SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

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

(b) OFFEROR'S CERTIFICATION

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

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;

- G. that the offers will remain open and valid for at least 90 days; and
- H. that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

(c) VENDOR TAX ID

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

(d) CONFLICT OF INTEREST

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

(e) FEDERAL REQUIREMENTS

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

(f) BID BOND – PERFORMANCE BOND – SURETY DEPOSIT

Not applicable.

SEC. 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.

SEC. 1.10 AMENDMENTS TO PROPOSALS

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

SEC. 1.11 AMENDMENTS TO THE RFP

If an amendment is issued, it will be provided to all who have registered with the Procurement Officer after receiving the RFP from the State of Alaska Online Public Notice web site.

SEC. 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.

-
- Issue RFP *January 6, 2020*
 - RFP question submission deadline *January 20, 2020*
 - Deadline for Receipt of Proposals *January 27, 2020 4:00 PM AKST*
 - Proposal Evaluation Committee approximately week of *February 17, 2020*
 - Notice of Intent to Award a Contract issue approximately week of *February 17, 2020*
 - State of Alaska issues contract approximately week of *February 24, 2020*
 - Estimated Contract start date *March 5, 2020*

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

SEC. 1.13 PRE-PROPOSAL CONFERENCE

There will not be a pre-proposal conference for this RFP.

SEC. 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.

SEC. 1.15 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

EPA requires states and regional air quality agencies to use the MOVES model to estimate on-road vehicle emissions for State Implementation Plan (SIP) inventory development, transportation conformity determinations, and transportation project-level analyses. The State of Alaska also submits MOVES input files to EPA every three years to be incorporated into the National Emission Inventory (NEI).

Any project occurring in a non-attainment or maintenance area that has federal funding must undergo an evaluation to determine that it will not impact air quality. This requirement is called conformity and must adhere to EPA guidance, including using MOVES. The Contractor must have experience in conformity. If called on, the Contractor shall assist DEC in conformity-related issues including the analysis of project-level conformity determinations and changes to Federal conformity rules.

Transportation conformity support is needed throughout Alaska. The Fairbanks North Star Borough (FNSB) is designated a serious non-attainment area for fine particulate matter (PM_{2.5}) by EPA. There are two carbon monoxide (CO) maintenance areas with limited maintenance plans in place, Anchorage and Fairbanks. Coarse particulate matter (PM₁₀) is a pollutant of concern in other parts of Alaska. Currently Alaska has two maintenance areas for PM₁₀, Juneau and Eagle River, which also have limited maintenance plans in place. There are also issues with PM₁₀ in rural Alaska associated with road dust. While these maintenance areas are fairly well established, assistance may need to be provided in updating future plans with MOVES, which will include the mobile source emission budgets for the areas.

Accurately understanding cold temperature emissions is important to effectively regulating air quality in Alaska. An apparent anomaly in MOVES2010 causes it to estimate higher than expected start emission rates in cold temperatures. Also related to cold climates, MOVES does not include a mechanism to account for the emission effects of vehicle plug-ins (i.e. the use of engine block heaters in cold temperatures). For the Fairbanks PM_{2.5} SIP, DEC requested and received approval from EPA to make adjustments outside the model to adjust emission estimates based on plug-in use. It is important that the Contractor have experience in modeling mobile sources in cold climates.

Support work for the limited maintenance plans may be needed. Assistance with the Serious SIP or future 5% Plan for the FNSB PM_{2.5} area may be needed. Any support work for Fairbanks will build off of the Serious Area SIP. For example, additional study may need to be conducted on light duty diesel vehicles to clearly identify their contribution and determine if further control strategies will be needed or to look at the benefits of the efforts by the community to convert to natural gas buses. Additional emission inventory development as well as area-wide modeling is anticipated.

In addition to CO and particulate matter issues, the department is also responsible for planning related to regional haze, hazardous air pollutants, and fuel issues (such as ultra-low sulfur diesel).

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

DEC, Division of Air Quality, is soliciting proposals for a professional services contract. The selected Contractor shall provide technical assistance with the use of the MOVES model, data gathering, statistical and

data analysis, control strategy analysis, modeling, and conformity on projects throughout the state as needed and upon request of the DEC Project Manager. This contract may also be used when the Division has SIPs or air quality issues that need additional technical assistance. This scope of work has eight main focus areas that could be used over the life of the contract:

- (a) **Research and Review of Air Quality Transportation Issues** – The Contractor shall provide research and review of current and proposed federal regulations, guidance documents, and relevant studies for their relevance to current issues facing Alaska or of special interest to Alaska.
- (b) **SIP Planning and Development** - The Contractor shall analyze various control strategies and control programs, estimate emissions from sources, perform modeling or analyses to demonstrate compliance with the standards, develop technical documents for inclusion or in support of a SIP and draft chapters of a SIP.
- (c) **Emission Inventory (EI) Preparation and Support** - The Contractor shall prepare emission inventories needed to support a SIP or reporting requirements. This may include point, on-road mobile, non-road mobile, and area source emission inventories. This effort may include data gathering, including determining levels of activity through the use of surveys or solicitations. The Contractor shall perform EI calculations through the selection and correct implementation of appropriate calculation methods for the emission sector. The Contractor shall identify appropriate emission factors and, where needed, assist in developing or identifying appropriate emission factors when one is not readily available. Under this area of focus, the Contractor shall provide technical assistance in preparing the various emission inventories to meet federal reporting requirements – as required for the Air Emissions Reporting Requirements (AERR) or the Consolidated Emissions Reporting Rule (CERR).
- (d) **Technical Liaison** - The Contractor shall provide technical support to the department when dealing with federal agencies, such as EPA, FHWA, FAA (Federal Aviation Administration), Corps of Engineers, other state departments, local communities, and the general public. Often it is difficult to successfully convey technical information to non-technical audiences. Liaison and communication support is two-fold: provide assistance in developing simple messages to support public involvement programs, and act as a technical expert advocating for Alaskan or Department issues on complex air quality science.
- (e) **Data and Statistical Analysis** - The Contractor shall provide data and statistical analysis on information collected by the Department or local air agency and calculate emission benefits from special projects administered or sponsored by the Department. For example, analyze and calculate benefits from diesel grants for PM reduction projects.
- (f) **MOVES and Transportation Modeling Support** - The Contractor shall provide MOVES modeling and Alaska workflow implementation support. Where needed, the Contractor shall provide modeling support for other models such as TransCad, CAL3QHC, and other transportation and ambient air related modeling. Modeling support includes running the models, providing inputs to models, analyzing the results of models, providing mentoring to Division staff on the use of a model, commenting on a new model, or developing options for model modifications. Modeling activities must include adapting MOVES for cold climate analysis.

(g) General Technical Support for Air Quality Related Issues - The Contractor shall provide assistance in areas such as conformity (transportation and general), program development, and fuel related issues.

(h) Drafting and Writing Technical Documents - The Contractor shall prepare technical documents or white papers in support of all the focus areas above (a-g).

DEC anticipates that the FY20 work will focus on assisting state staff with the 2017 NEI submission request for information and developing modifications to MOVES2014b to adapt the model to Alaskan winter conditions. Additional analysis for the FNSB SIP may be needed throughout the duration of the contract. Section 3.03, Deliverables, outlines the specific tasks required with regards to these task groupings.

SEC. 3.02 CONTRACT TERM

The length of the contract will be from the date of award, approximately March 5, 2020 through December 31, 2020, with four one-year renewal options at the State's discretion.

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

SEC. 3.03 DELIVERABLES

The Contractor shall be required to provide the following deliverables:

Deliverables for this project are identified through the tasks outlined in this section. For purposes of responding to this RFP, proposers shall develop a proposal based on the four FY20 deliverables identified below. The limiting factor for FY20 is the budget of \$150,000. DEC would like to accomplish all four tasks within FY20 and have funds available for other work (to be determined) within the FY20 budget. Therefore, it is possible that during FY20 the list may expand to deal with any or all of the items listed under 3.01. The hourly rates identified in the cost proposals shall be used for any work conducted outside the original four tasks identified within this RFP and shall be determined by the title of the staff member or subcontractor.

Proposals must include the following two elements:

1. **Schedule:** A schedule that addresses each task, including any issues or potential conflicts that could hinder each task's schedule. Suggested timing and approach must be included in the technical response to this RFP; and
2. **Budget:** The FY20 budget is \$150,000.00 for Tasks 1-4. Please see Section 4.05 Cost Proposal, for detailed instructions on what will be evaluated and how points will be awarded for cost.

Evaluations of Sections 3.03 and 3.04 will be on how well proposals schedule these tasks, the understanding of the tasks, and the methods proposed to complete them.

Once the contract has been awarded, FY20 deliverables will be modified based on Division's need. All work will be within the scope of work identified in Section 3.01.

FY20 Deliverables**1) TASK 1: MOVES development**

The Contractor shall appropriate inputs or other modifications to the model or modeling process to modify MOVES2014b to accurately estimate emissions at cold temperatures (20 degrees and colder) and account for the effects of vehicle plug-ins on start emissions. For the purposes of this proposal, describe your approach for this task as well as its relevance to various areas around the State.

2) TASK 2: MOVES Input files for NEI

The Contractor shall assist state staff in developing statewide MOVES inputs for the 2020 NEI. Assistance will be required with developing vehicle source type age distribution, source type year, avft inputs. The state is able to provide vehicle registration file, but requires assistance decoding and summarizing the very large file into inputs for MOVES. The avft files shall be used to modify the distribution of diesel vehicles from the default based on parking lot survey information previously collected. Identify your approach to this task.

3) TASK 3: Technical Liaison

The Contractor shall assist in coordinating efforts with DEC and EPA with respect to MOVES, studies, and other efforts as needed. Other liaison assistance with Fairbanks North Star Borough, the Municipality of Anchorage, City of Juneau, and other contractors within FY 20 is anticipated. Estimate 75 hours of support.

4) TASK 4: Assist Community with First Time MOVES Use

The Contractor shall assist a community with using MOVES for the first time for transportation air quality analysis. For the purpose of this proposal, use Juneau as the example. Identify your strategy, plan, and timeline to develop MOVES modeling for use in transportation planning for the community. For the proposal, assume that Juneau has a transportation demand model that already has outputs that can be used in MOVES.

Future Year Deliverables

Deliverables for FY 21, 22, 23 and 24 **are illustrative only**. The Contractor may be required to provide the types of deliverables outlined below, including during FY20. Exact deliverables for the out years will depend on funding, specific requirements, and Division needs, but will be within the scope of work identified in Section 3.01.

- **On-going MOVES model support**

- **Mobile Source Emission Inventory Development**

The Contractor shall assist in the development of a statewide mobile source emission inventory (road and non-road) and assist in mentoring DEC staff on how to develop and keep it updated, including any training as needed.

- **Data Analysis**

The Contractor shall assist with general data analysis, either special studies, monitoring reports, modeling efforts, etc.

- **Conformity**
The Contractor shall provide technical assistance in both regional and project-level conformity (transportation and general), this could include participation in interagency consultations, review of regulations, providing training and educational materials.
- **Calculating Emission Benefits** of Congestion Mitigation and Air Quality (CMAQ) Projects.
It is difficult to accurately calculate emissions from mobile sources. Alaska receives CMAQ funds and implements special projects to reduce mobile source emissions. To justify the receipt of these funds, DEC needs to know if a reduction in pollutants has occurred, and if so, how large. For illustrative purpose only, it is assumed there could be two projects in FY21. DEC may need assistance in determining emissions benefits from projects funded through other sources.
- **Analysis of Fuel-Related Issues and Data**
The Contractor shall assist with technical questions and analyses related to alternative fuels and state mobile source fuel regulations.
- **Dust Control Strategies and Public Awareness**
The Contractor shall address PM issues in rural Alaska.
- **General Transportation Technical Support**
The Contractor shall provide technical assistance with questions and analyses related to transportation and air quality. If required, the Contractor shall assist in emission factor development, emission estimations, and analysis of control programs. If necessary, the Contractor shall assist in evaluating federal and state rules and legislation, developing recommendations on positions related to policy and technical issues.
- **Periodic Modeling support**
The Contractor shall provide other types of modeling support to assist with analyzing various control strategies and control programs, estimating emissions from sources, or demonstrating compliance with the standards.

SEC. 3.04 CONTRACT TYPE

This is a Firm Fixed Price with adjustments contract. The Contractor's cost established as a result of this solicitation will remain through December 31, 2020. All price adjustments will be considered in accordance with contract compensation and payment.

The Contractor must request price adjustments, in writing to decprocurement@alaska.gov, a minimum of 30 days prior to the new fiscal year. If requested, CPI price adjustments will then begin January 1, 2020 and will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for Urban Wage Earners and Clerical Workers, All Items, Anchorage Area.

DEC will allow an annual CPI adjustment *only* to the Contractor's Hourly rates, which will be incorporated as part of the Compensation Appendix D of the successful bidder's contract. CPI rates are not retroactive if not requested prior to the new fiscal year, and will be effective as of the contract approved amendment date. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average July through December 2020, and each July through December six month

average thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

CPI Reports are available online at: <http://data.bls.gov/labjava/outside.jsp?survey=cw>

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The State will make payments based on services rendered to DEC. 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.

The Contractor will be compensated for services rendered to DEC, in accordance with the following:

1. The Contractor must invoice DEC on a monthly basis for services rendered in the month prior, and include a summary of the services provided. DEC will endeavor to make payment for services within a 30 day period after receipt of a complete and accurate pay request, with all required supporting documents.
 - a. Interest for late payment will not be paid on this contract.
2. Invoices must reference the contract number, billing period being invoiced, total hours provided, rate, total cost billed, and whether the invoice is a process billing or a final billing. The invoice must also identify a detailed breakdown of the hours billed in order to verify and validate the invoice is accurate and services were rendered. DEC reserves the right to require supporting documentation or clarifications of the invoice details prior to payment.
3. Invoices are to be e-mailed to cindy.heil@alaska.gov.
4. Final invoices must be received by DEC no later than 60 days following completion of the project, or contract expiration.
5. If total monthly charges do not exceed \$50, an invoice billing will not need to be submitted for that month.
6. All terms further specified in Section Three are applicable to the billing, invoicing, and compensation process.

SEC. 3.06 PROMPT PAYMENT FOR STATE PURCHASES

Not applicable.

SEC. 3.07 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.

SEC. 3.08 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed is at the Contractor's primary place of business.

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

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 these requirements may cause the State to reject the proposal as non-responsive, or cancel the contract.

SEC. 3.09 THIRD-PARTY SERVICE PROVIDERS

Not applicable.

SEC. 3.10 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience shall be considered in determining whether the offeror meets the requirements set forth in SEC. 1.04 PRIOR EXPERIENCE unless otherwise noted.

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:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license; and
- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the State to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the Project Director.

SEC. 3.11 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.12 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.13 F.O.B. POINT

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

SEC. 3.14 CONTRACT PERSONNEL

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

SEC. 3.15 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 3.16 LIQUIDATED DAMAGES

Not applicable.

SEC. 3.17 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

The Contractor will not commence additional work until the Project Director has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Environmental Conservation *or* the Commissioner's designee.

SEC. 3.18 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The Contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. “Reasonable care” means compliance by the Contractor with all applicable federal and State law, including the Social Security Act and HIPAA. The Contractor must promptly notify the State in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the State or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the State to the Contractor or a Contractor agent or otherwise made available to the Contractor or a Contractor agent in connection with this contract, or acquired, obtained or learned by the Contractor or a Contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

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

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

SEC. 3.19 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.

SEC. 3.20 TERMINATION FOR DEFAULT

If the Project Director determines that the Contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the State may, by providing 15 days written notice to the Contractor, terminate the Contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the State's termination rights under the contract provisions of Appendix A, attached in Section 8, Sample Standard Contract Form.

SECTION 4. PROPOSAL FORMAT AND CONTENT**SEC. 4.01 PROPOSAL FORMAT AND CONTENT**

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

Include a title page showing the name of the Project, the RFP number, and the date of the proposal. Proposals must contain a Table of Contents and all pages must be consecutively numbered. Please keep the proposals to the point. Excessively large proposals will not score higher than lean proposals.

Font will be Arial, 12 point.

Proposals must address all items in the order reflected below. Proposals not meeting these criteria may be considered non-responsive.

1. Title Page;
2. Table of Contents;
3. Introduction (maximum two pages);
4. Management Plan & Methodology for the Project (maximum ten pages);
5. Experience and Qualifications (including examples and descriptions required under Section 1.04 & 4.04);
6. Resumes;
7. Attachments;
8. Cost Proposal (sealed separately from the rest of the proposal and must be clearly identified).

SEC. 4.02 INTRODUCTION

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

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide certification number and documents that the firm qualifies as a Minority Business Enterprises and Women's Business Enterprises (MBE/WBE) and that the proposals will remain open and valid for 90 days from the proposal submitted date.

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

Proposals must include a statement by the offeror that they meet the prior experience requirements as listed in Section 1.04.

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.

SEC. 4.03 MANAGEMENT PLAN & METHODOLOGY FOR THE PROJECT

Offerors must provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrate, methodologies they shall use, and how the plan shall serve to accomplish the work and meet the State's project objectives and tasks set forth herein. The narrative must include:

- the offeror's understanding of the purpose and scope of the RFP;
- identification of key personnel;
- a management plan that illustrates the lines of authority and communication (offeror must provide an organizational chart that designates the individual(s) responsible and accountable for the completion of each task and staff contribution);
- how the offeror will communicate with the Project Manager;
- a schedule that addresses each task;
- potential issues that could affect the ability to meet the timeline;
- how the offeror shall ensure a timely project;
- identification of Alaska's unique issues with respect to weather, transportation, and fuel issues in the context of this contract;
- methodologies that the offeror shall use to meet the objectives; and
- details of the offeror's current software, hardware, equipment, and licenses relevant to this contract.

SEC. 4.04 EXPERIENCE AND QUALIFICATIONS

In order to demonstrate that the offeror meets the minimum qualifications in this RFP, the offeror must provide:

Completed Attachment 9 - Firm Experience Summary

Offerors must provide the following firm experience details on this attachment:

- contract experience and project title;
- if the contract experience is relevant to Tasks 1-4;
- if the contract experience is cold climate related;
- the contracting organization (State, EPA, etc.);
- the goal of the contract;
- the start and end dates of the contract and contract length; and
- the contract amount.

Completed Attachment 10 - Personnel Experience Summary

Offerors must provide the following personnel experience details and place them within the appropriate Experience Type category found on the attachment:

- personnel name and role;
- contract or project title,
- project length;
- if the experience was air quality related;
- if the experience was cold climate related; and
- if the contract experience of the personnel supports Tasks 1-4.

Narrative Statement and Personnel Roster

Offerors must provide a narrative statement and personnel roster that identifies each staff member who shall work on the contract and fits the minimum work experience requirements, as outlined in this RFP.

For each person who will be associated with the proposal, include:

- a. title,
- b. resume,
- c. location(s) where work will be performed,
- d. itemize the number of estimated hours for each individual named above for FY20.

Identify the length of time each individual has been with the present company, total years of experience, and percentage of time each individual shall be available for this contract work. A resume shall include projects that are similar to the tasks associated with the RFP, in addition to any project experience used to meet minimum qualifications. When listing projects within resumes, focus on individual's specific duties and responsibilities and how project experience is relevant to the proposed contract rather than just listing projects. Staff resumes shall identify their education and experience and be referenced as appropriate in Attachment 10. Project team resumes shall cross-reference contracts listed under 'Firm' using the Contract Reference Number (CRN) where appropriate. Refer to Attachments 9 and 10 for specific instructions.

The Division seeks contract support with prior experience in transportation planning and modeling in cold climates. Highlight all cold climate experience in your proposal and, on Attachments 9 and 10, identify which experience(s) included cold weather work. Alaska-related experience must be clearly stated.

The narrative statement must also include:

- **Experience and Qualifications of the Firm** – How the firm meets the minimum qualifications in Section 1.04, and include a discussion of the firm's ability to be viable for the life of the contract should all optional renewals be implemented. The firm must indicate if they completed each project listed on time and on budget.
- **Experience and Qualifications of the Project Manager(s)** – Offerors must identify who shall be working directly with DEC Project Manager and how they meet the minimum qualifications as outlined in this RFP. Resume(s) must be included in an appendix referencing the individual's qualifications and experience in managing similar projects. Provide list of relevant projects worked on, dates showing length of time spent on each project, and the specific duties and responsibilities for each project. List at least three references (contact persons and telephone numbers) for the project/account manager. DEC will be contacting references for evaluation purposes.

If a member of the staff listed on the roster should need to be replaced during the contract time period, the person must meet the same minimum qualifications and billable cost per hour prior, as set forth in the personnel roster. In addition, approval must be given by DEC prior to any changes in the personnel roster.

SEC. 4.05 COST PROPOSAL/PRICING

The cost proposed price shall be for actual services rendered which includes actual time spent in preparation and performance of the scope of work and deliverables in the contract. The rates may not fluctuate for the period of this contract unless otherwise agreed to in writing by both parties and executed as an amendment to the contract. The hourly labor rate shall not be a fully burdened rate. The costs that shall be considered for payment are labor and indirect and direct fixed costs. (See **Attachment 7, Cost Proposal Form**).

The hourly rates identified in the cost proposals shall be used for any work conducted outside the original four tasks identified within this RFP and shall be determined based on the title of the staff member or subcontractor.

SEC. 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 may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION
THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100**SEC. 5.01 MANAGEMENT PLAN FOR THE PROJECT (25 POINTS)**

Proposals will be evaluated against the questions set out below:

- 1) How well has the offeror demonstrated that it understands the purpose and scope of the RFP?
- 2) How well does the management plan illustrate the lines of authority and communication? Are key personnel identified? Does the plan identify how the offeror will communicate with the Project Manager? Was an organizational chart provided?
- 3) Does the plan identify any potential issues that could affect the ability to meet timelines? Does the offeror provide assurance that they will provide a timely product?
- 4) Does the plan include a schedule for each task?
- 5) Does the plan identify and recognize Alaska's unique issues with respect to cold weather, transportation, and fuel issues?
- 6) Does the plan identify any methodologies to meeting the tasks?
- 7) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

SEC. 5.02 EXPERIENCE AND QUALIFICATIONS (30 POINTS)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

- a) Do each of the individuals assigned to the project meet the minimum qualifications?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- c) How extensive is the applicable education and experience of the personnel designated to work on the project?
- d) How knowledgeable are the offeror's personnel of Alaska's issues? Is there any experience in Alaska? How many individuals have worked in Alaska or on Alaska-specific issues previously?
- e) How relevant are examples given for the specific positions? How well do the descriptions support the submitted material?
- f) Do personnel have experience with cold weather analysis?
- g) How extensive is the personnel experience in mobile source emission modeling, particularly with EPA MOVES model?

- h) Does the project manager (s) have experience with managing contracts greater than \$500,000?

2) Questions regarding the firm and subcontractors (if used):

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided letters of reference from previous clients?
- d) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?
- e) How well does the firm demonstrate experience through the successful receipt of air quality related contracts?
- f) How well do previous contracts awarded to the firm involve evaluation of air quality control strategies?
- g) To what extent has the firm's experience reflected contracts award worth more than \$500,000?
- h) How well has the firm demonstrated experience in modelling or developing statistical models?
- i) To what extent has the firm demonstrated experience in providing technical support in advocating issues to federal authorities?
- j) Has the firm received more than one previous contract related to using the EPA MOVES model?

SEC. 5.03 CONTRACT COST (40 POINTS)

Overall, a minimum of 40 points of the total evaluation points will be assigned to cost. Total cost per hour will be used for evaluation purpose. The cost amount used for evaluation may be affected by one of the preferences referenced under Section 6.12.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 6.15.

SEC. 5.04 MBE/WBE PREFERENCE (5 POINTS)

To receive the points, the qualified Minority Business Enterprise (MBE) or Women's Business Enterprise (WBE) offeror or subcontractor will provide evidence of certification and the work that they will perform. Please refer to section 6.11 for additional information on the MBE/WBE preference.

SECTION 6. GENERAL PROCESS INFORMATION**SEC. 6.01 INFORMAL DEBRIEFING**

When the contract is completed, an informal debriefing may be performed at the discretion of the Project Director. If performed, the scope of the debriefing will be limited to the work performed by the Contractor.

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

SEC. 6.03 SITE INSPECTION

This is not applicable.

SEC. 6.04 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the Procurement Officer 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 may be adjusted as a result of a clarification under this section.

SEC. 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. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the Procurement Officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

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

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

SEC. 6.06 EVALUATION OF PROPOSALS

The Procurement Officer, or an evaluation committee made up of at least three State employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in

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

SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the Procurement Officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If the contract negotiations take place in Anchorage, Alaska, the offeror will be responsible for their travel and per diem expenses.

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or

- if the offeror and the State, after a good faith effort, simply cannot come to terms,

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

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.10 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the Procurement Officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the Procurement Officer within ten days after the date the Notice of Intent to Award the contract is issued.

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

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

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

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

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

SEC. 6.11 APPLICATION OF MINORITY BUSINESS ENTERPRISE (MBE) AND WOMEN'S BUSINESS ENTERPRISE (WBE) PREFERENCES- AS 36.30.890

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.

This project 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. 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 an affidavit of 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** the proposed work.

SEC. 6.12 FORMULA USED TO CONVERT COST TO POINTS

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the formula:

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

SEC. 6.13 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES

(a) FORMULA USED TO CONVERT COST TO POINTS

STEP 1

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

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

STEP 2

In this example, the RFP allotted 40% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

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

Offeror #3 receives 33.7 points.

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

(b) MBE/WBE PREFERENCE

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

STEP 1

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

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

100 x	5%	=	5
Total Points	MBE/WBE Offeror's Percentage Preference		Number of Points Available to Eligible Offerors Under MBE/WBE Preference

STEP 2

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

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

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

SEC. 6.14 FEDERAL DEBARMENT CERTIFICATION & 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 the Procurement Officer prior to contract / purchase order award (**Appendix B: Federal Debarment Certification Form**). If Contractors do not complete the Federal Debarment Certification Form shall be disqualified from consideration.

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 Procurement Officer prior to contract award (**Appendix C: Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions**). If Contractors do not complete the Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions shall be disqualified from consideration.

SECTION 7. GENERAL LEGAL INFORMATION**SEC. 7.01 STANDARD CONTRACT PROVISIONS**

The Contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). This form is attached in **SECTION 8. EXHIBITS** for your review. The Contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

SEC. 7.02 PROPOSAL AS A PART OF THE CONTRACT

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

SEC. 7.03 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 7.04 HUMAN TRAFFICKING

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

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

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

SEC. 7.05 RIGHT OF REJECTION

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

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

Minor informalities that:

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

- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the Procurement Officer.

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

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

SEC. 7.06 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 7.07 DISCLOSURE OF PROPOSAL CONTENTS

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

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

SEC. 7.08 ASSIGNMENT

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

SEC. 7.09 DISPUTES

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

SEC. 7.10 SEVERABILITY

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

SEC. 7.11 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.05 RIGHT OF REJECTION**. However, if the State fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the State's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

SEC. 7.12 CONTRACT INVALIDATION

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

SEC. 7.13 SOLICITATION ADVERTISING

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

SEC. 7.14 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated Federal Tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The Contractor must promptly notify the Procurement Officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the Procurement Officer.
- **After-imposed or Increased Taxes and Duties:** Any Federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the Contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
 - b) The Contractor warrants, in writing, that no amount of the newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in Federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Procurement Officer.
- **State's Ability to Make Changes:** The State reserves the right to request verification of Federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SECTION 8. ATTACHMENTS**SEC. 8.01 ATTACHMENTS****Attachments:**

- 1) Proposal Evaluation Form, five pages;
- 2) Standard Agreement Form (sample) - Appendix A, three pages;
- 3) Appendix B2, one page;
- 4) Federal Debarment Certification Form-Appendix B, three pages;
- 5) Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions-Appendix C, three pages;
- 6) Notice of Intent to Award (sample), one page;
- 7) Cost Proposal Form;
- 8) Checklist, two pages;
- 9) Firm's Experience Summary;
- 10) Personnel's Experience Summary.

ATTACHMENT 1: PROPOSAL EVALUATION FORM

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

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

EVALUATION CRITERIA AND SCORING

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

5.01 Management Plan for the Project— 25 Percent

Maximum Point Value for this Section – 25 Points

100 Points x 25 Percent = 25 Points

Proposals will be evaluated against the questions set out below.

- 1) How well has the offeror demonstrated that it understands the purpose and scope of the RFP?
NOTES:
- 2) How well does the management plan illustrate the lines of authority and communication? Are key personnel identified? Does the plan identify how the offeror will communicate with the Project Manager? Was an organizational chart provided?
NOTES:
- 3) Does the plan identify any potential issues that could affect the ability to meet timelines? Does the offeror provide assurance that they will provide a timely product?
NOTES:
- 4) Does the plan include a schedule for each task?
NOTES:
- 5) Does the plan identify and recognize Alaska's unique issues with respect to cold weather, transportation, and fuel issues?
NOTES:
- 6) Does the plan identify any methodologies to meeting the tasks?
NOTES:
- 7) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.01: _____

5.02 Experience and Qualifications—30 Percent

Maximum Point Value for this Section - 30 Points

100 Points x 30 Percent = 30 Points

Proposals will be evaluated against the questions set out below.

1) Questions regarding the personnel:

- a) Do each of the individuals assigned to the project meet the minimum qualifications?
NOTES:
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
NOTES:
- c) How extensive is the applicable education and experience of the personnel designated to work on the project?
NOTES:
- d) How knowledgeable are the offeror's personnel of Alaska's issues? Is there any experience in Alaska? How many individuals have worked in Alaska or on Alaska-specific issues previously?
NOTES:
- e) How relevant are examples given for the specific positions? How well do the descriptions support the submitted material?
NOTES:
- f) Do personnel have experience with cold weather analysis?
NOTES:
- g) How extensive is the personnel experience in mobile source emission modeling, particularly with EPA MOVES model?
NOTES:
- h) Does the project manager (s) have experience with managing contracts greater than \$500,000?

NOTES:

2) Questions regarding the firm and subcontractor:

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?

NOTES:

- b) How successful is the general history of the firm regarding timely and successful completion of projects?

NOTES:

- c) Has the firm provided letters of reference from previous clients?

NOTES:

- d) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

NOTES:

- e) How well does the firm demonstrate experience through the successful receipt of air quality related contracts?

NOTES:

- f) How well do previous contracts awarded to the firm involve evaluation of air quality control strategies?

NOTES:

- g) To what extent has the firm's experience reflected contracts award worth more than \$500,000?

How well has the firm demonstrated experience in modelling or developing statistical models?

NOTES:

- h) To what extent has the firm demonstrated experience in providing technical support in advocating issues to federal authorities?

NOTES:

- i) Has the firm received more than one previous contract related to using the EPA MOVES model?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.02: _____

EVALUATOR'S COMBINED POINT TOTAL FOR ALL EVALUATED SECTIONS: _____

5.03 Contract Cost — 40 PERCENT

Maximum Point Value for this Section — 40 Points

100 Points x 40 PERCENT = 40 Points

Overall, a minimum of **40** percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under **SECTION 6.11**.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in **SECTION 6.13**.

5.04 MBE/WBE Preference — 5 Percent

Point Value for this Section — 5 Points

100 Points x 5 Percent = 5 Points

To receive the points, the qualified Minority Business Enterprise (MBE) or Women's Business Enterprise (WBE) offeror or subcontractor will provide evidence of certification and the work that they will perform. Please refer to section 6.11 for additional information on the MBE/WBE preference.

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

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

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of Environmental Conservation	Division	hereafter the State, and	
9. Contractor hereafter the contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4
10. ARTICLE1. Appendices: Appendices referred to in this contract and attached to it are considered part of it. ARTICLE2. Performance of Service: 2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract. 2.2 Appendix B sets forth the liability and insurance provisions of this contract. 2.3 Appendix C sets forth the services to be performed by the contractor. ARTICLE3. Period of Performance: The period of performance for this contract begins _____, and ends _____. ARTICLE4. Considerations: 4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed _____ in accordance with the provisions of Appendix D. 4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:			
11. Department of	Attention: Division of		
Mailing Address	Attention:		
12. CONTRACTOR		14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division	Date		
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

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

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 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.

Article 11. Governing Law; Forum Selection

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

Article 12. Conflicting Provisions.

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

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

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

Article 15. Compliance.

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

Article 16. Force Majeure:

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

APPENDIX B² 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:

Contract Amount	Minimum Required Limits
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

Federal Debarment Certification Form

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

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

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

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

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

Name and Title of Authorized Representative

Signature

Date

Federal Debarment Certification Form Instructions

Instructions for Certification

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

FAR 52.203-11

**CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)** (a) *Definitions*. As used in this

provision—"Lobbying contact" has the meaning provided at [2](#)

[U.S.C. 1602\(8\)](#). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)).

(b) *Prohibition*. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)) are hereby incorporated by reference in this provision.

(c) *Certification*. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) *Disclosure*. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalty*. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by [31 U.S.C. 1352](#). Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

CONSENT TO USE OF ELECTRONIC SIGNATURES

BY CHECKING HERE, I AGREE TO THE USE OF ELECTRONIC SIGNATURES
AS VALID, LEGALLY BINDING SUBSTITUTES FOR ORIGINAL, HANDWRITTEN
SIGNATURES ON THIS DOCUMENT.

Company _____

Name (signature) _____

Name (printed) _____

Title _____ Date of execution _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

NOTICE OF INTENT TO AWARD A CONTRACT



Department of Environmental Conservation
 Division of Administrative Services
 Procurement Section
 555 Cordova Street
 Anchorage, Alaska 99501

THIS IS NOT AN ORDER

Date Issued:

RFP NO:

RFP Deadline:

RFP Title

PROCUREMENT OFFICER:Email: DECDAASPROCUREMENT@alaska.gov

This is notice of the state's intent to award a contract. The figures shown here are a tabulation of the offers received. The responsible and responsive offeror whose proposal was determined in writing to be the most advantageous is indicated. An offeror who wishes to protest this Notice of Intent must file the protest within ten calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. The offeror identified here as submitting the most advantageous proposal is instructed not to proceed until a contract, or other form of notice is given by the contracting officer. A company or person who proceeds prior to receiving a contract, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.

Name of Apparent Successful Offeror	Technical Score	Cost Score	Preference MBE/WBE Or AK Bidder	Combined Score

Name of All Other Respondents (in alphabetical order)	Responsive	Technical Score	Cost Score	Preference MBE/WBE Or AK Bidder	Combined Score

LEGEND: Y -- RESPONSIVE PROPOSAL
 N -- NON-RESPONSIVE PROPOSAL

SUMMARY

RFP# 18-211-20 MOVES, Mobile Sources, Modeling and Technical Support**Checklist**

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

Pre-Proposal Checklist:

- ☐ Register with Procurement Officer
- ☐ Request Disability Assistance (if needed) at least 10 days prior to proposal deadline
- ☐ Submit Written Questions in writing to Procurement Officer

Proposal Submittal Checklist:

- ☐ Offerors shall submit hardcopy original proposal, and one electronic version of their proposal on a CD to the procurement officer in a sealed package. The electronic version shall be an unprotected Microsoft Word document. The **Cost Proposal** included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The electronic version of the cost proposal shall be an Adobe .pdf document (Section 1.07 and 4.02)
- ☐ Contact Information (see 4.02)
- ☐ Subcontractor Information (Section 3.10)
- ☐ Offeror's Certification (Section 1.08)
- ☐ Conflict of Interest Disclosure (Section 1.08)
- ☐ Statement that Proposal is Valid for Ninety Days from Proposal Due Date (Section 1.08)
- ☐ Authorized signature (Section 1.08)
- ☐ Vendor Tax ID proof OR Vendor Tax ID number (Section 1.08)
- ☐ Federal Debarment Certification Form, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Section 6.14) Attachment 4 & 5
- ☐ Review & Agree to Standard Contract Provisions (Section 7.01) Attachment 2)
- ☐ Valid Business License Proof (Section 6.02)
- ☐ Affidavit of offeror's qualification for the MBE/WBE Preference (Section 5.04, 6.11 & 6.14)
- ☐ Review Insurance Requirements (Section 3.19) Attachment 3

Proposal Format Checklist:

- ☐ Title Page
- ☐ Table of Contents
- ☐ Introduction (maximum two pages)
- ☐ Management Plan for the Project, Section 4.3 (maximum ten pages)
- ☐ Experience & Qualifications (include examples & descriptions required under Sections 1.04 & 4.04)
- ☐ Resumes
- ☐ Attachments

Cost proposal (Separate envelope addressed to the Procurement Officer)

- ☐ Title Page
- ☐ Cost Proposal Form, Attachment 7

RFP# 18-211-20

Title: MOVES, Mobile Sources, Modeling and Technical Support
Proposal Due Date: January 3, 2020 at 4:00 PM (Alaska Time)

Company Name

**Printed Name of Binding
Official**

Signature of Binding Official

Date