

# STATE OF ALASKA INFORMAL REQUEST FOR PROPOSALS



## SMALL WATER SYSTEM ONLINE COURSE AND MANUAL IRFP 18-324-21

ISSUED OCTOBER 7, 2020

The Department of Environmental Conservation (DEC), Division of Water, is soliciting proposals to develop training materials for the operators of Small Untreated and Small Treated public water systems. Materials shall include the development of two online e-learning courses, one for Small Treated Water Systems and the other for Small Untreated Water Systems, and a single text manual to accompany the courses.

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ISSUED BY:  
OFFICE OF PROCUREMENT AND PROPERTY  
MANAGEMENT (OPPM), DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION (DEC)

PRIMARY CONTACT:  
SARENA HACKENMILLER  
PROCUREMENT OFFICER  
[DECDASPROCUREMENT@ALASKA.GOV](mailto:DECDASPROCUREMENT@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 TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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## INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE IRFP

The Department of Environmental Conservation (DEC), Division of Water, is soliciting proposals to develop training materials for the operators of Small Untreated and Small Treated public water systems. Proposals shall include the development of two online e-learning courses, one for Small Treated Water Systems and the other for Small Untreated Water Systems, and a single text manual to accompany the courses.

### SEC. 1.02 BUDGET

The Department of Environmental Conservation, Division of Water, estimates a budget of between \$60,000.00 and \$80,000.00 for completion of this project. Proposals priced at more than \$80,000.00 shall be considered non-responsive.

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

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **4:00 p.m.** prevailing Alaska Time on **October 28, 2020**. Faxed or oral proposals will not be accepted.

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

Offerors must provide a resume and examples of work that clearly demonstrate, at a minimum, **three years'** experience in:

1. Developing e-learning courses using modern commercial e-learning authoring tools and integrating courses with modern online LMS platforms; and
2. Developing e-learning courses for adult learners.

Additionally, the Offeror's resume shall indicate experience developing training material for delivery to water system operators, or other comparable technical learning fields, and shall include a list of courses developed.

For subcontractors, offerors must provide proof of the subcontractor's experience with e-learning development or with water system training material. An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

### SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should 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 proposal and exposure of offeror's proposals upon which award could not be made.

## **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 IRFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the IRFP. The procurement officer will make this decision.

## **SEC. 1.07 RETURN INSTRUCTIONS**

### **Return Instructions for Technical and Cost Proposals**

Proposals must be **received** no later than 4:00 PM prevailing Alaska Time on October 28, 2020. Proposals that are late, and/or contain proposed terms that are in conflict with requirements set forth herein will be deemed non-responsive.

### **SPECIAL INSTRUCTIONS FOR SUBMITTING PROPOSALS**

**Due to COVID 19 do not use the hand delivered, or U.S. mail or any delivery service to return your technical and cost proposals. Oral proposals, or faxed proposals are not acceptable.**

**The proposal package(s) to be send via email or ZendTo link to DEC Procurement Group email address at: [decdasprocurement@alaska.gov](mailto:decdasprocurement@alaska.gov). Technical and Cost proposals to be labeled and attached separately.**

The proposal package(s) must be addressed as follows:

Office of Procurement and Property Management (OPPM)  
Department of Environmental Conservation  
Attention: Sarena Hackenmiller  
555 Cordova Street  
Anchorage, AK 99501  
Request for Proposal (IRFP) Number: **18-324-21**  
IRFP Title: **Small Water System Online Course & Manual**

It is the offeror's responsibility to contact the issuing agency at [decdasprocurement@alaska.gov](mailto:decdasprocurement@alaska.gov) to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

## **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 IRFP. 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 IRFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- G. that the offers will remain open and valid for at least 90 days.

If any offeror fails to comply with [a] through [g] 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 procurement officer 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 contract to be performed by the offeror.

**(e) FEDERAL REQUIREMENTS**

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

**SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY**

Offerors with a disability may receive accommodation regarding the means of communicating this IRFP or participating in the procurement process. For more information, contact the procurement officer 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 IRFP**

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

## **SEC. 1.12 IRFP SCHEDULE**

The IRFP 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 IRFP **October 7, 2020**
- IRFP question submission deadline **October 19, 2020**
- Deadline for Receipt of Proposals **October 28, 2020 4:00 p.m. AKST**
- Proposal Evaluation Committee approximately week of **November 2, 2020**
- Notice of Intent to Award a Contract issue approximately week of **November 12, 2020**
- State of Alaska issues contract approximately week of **November 12, 2020**
- Estimated Contract start date **November 15, 2020.**

This IRFP 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 be no pre-proposal conference for this solicitation.

## **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.

## **SECTION 2. BACKGROUND INFORMATION**

### **SEC. 2.01 BACKGROUND INFORMATION**

Since the adoption of the Federal Safe Drinking Water Act Amendments of 1996, the operators of all small community and non-transient non-community drinking water systems are required to be certified. The State of Alaska further classifies such systems into Small Treated and Small Untreated systems and administers certifications for both system types. In the early 2000s, in order to help train small system operators and prepare them for certification exams, the State contracted for the production of two online courses developed in Adobe Flash and separate PDF manuals to accompany each course. These courses and manuals have been extremely effective in helping small water systems become compliant with DEC Operator Certification program (OpCert) requirements. However, subsequent regulatory changes and updates in water treatment technology now require updated training materials. In addition, Adobe is discontinuing support for Flash and it will not be an acceptable format for providing training after 2020. OpCert requires new courses that are compatible with modern internet browsers and can be adapted for use with diverse online Learning Management System (LMS) providers.

### **SEC. 2.02 SCOPE OF WORK**

In order to help Alaskan small water system operators, prepare for their jobs and for certification exams, the Department of Environmental Conservation, Division of Water, OpCert is soliciting proposals for the development of two e-learning courses and a single text manual to accompany them. The courses shall address the unique needs and requirements of small drinking water system operations in Alaska, while also providing broadly applicable knowledge required for Small Treated and Small Untreated certification exams. Using the existing Flash courses as a template, assets from the courses, and with additional guidance from OpCert, the contractor shall use modern e-learning authoring tools to create the courses. The courses must include text-based slides, animations, interactive elements, and quizzes. The contractor shall then integrate the courses with a LMS provider selected by OpCert and ensure that the courses are fully functional before turning over ownership and administration of the courses to OpCert. The contractor shall also produce an offline version of the material that can be used by operators as exam study material. The contractor shall provide OpCert with all associated course files and programming language in a format that can be edited by OpCert. Additionally, the contractor shall develop a single text manual to act as a companion to the courses. The contractor shall use the two existing Small Treated and Small Untreated manuals as templates with guidance from OpCert to develop a single manual. The final manual must be delivered in a format that can be easily edited by OpCert.

### **SEC. 2.03 CONTRACT TERM AND WORK SCHEDULE**

The length of the contract will be from the date of award, approximately November 5, 2020, for approximately eight months until completion, approximately June 30, 2021. The contract may be renewed for an additional one-year term as executed through a written amendment to the contract. Renewals will be exercised solely at the discretion of the State.

The approximate contract schedule is as follows:

First contractor work period **CONTRACT START DATE** to **MARCH 31, 2021;**

Contractor submits first draft **MARCH 31, 2021;**

First draft review by DEC **APRIL 1, 2021** to **APRIL 15, 2021;**



Draft back to contractor for revision as required **APRIL 16, 2021** to **JUNE 15, 2021**, Contractor submits final report **JUNE 15, 2021**.

Unless otherwise provided in this IRFP, the State and the successful offeror/contractor agree: (1) that any extension 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) the procurement officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a contract amendment.

## **SEC. 2.04 DELIVERABLES**

The contractor shall be required to provide the following deliverables:

- a) **Small Treated Water System course.** One e-learning course for the operators of Small Treated water systems. The course must cover the range of topics necessary for the operations of Small Treated water systems in Alaska, including but not limited to: chemical and biological properties of water, source water characteristics, water system operation & maintenance, water treatment operation, disinfection, regulations & management, and operator math. The course must be comparable in length and scope to the existing Adobe Flash Small Treated course (see Attachment D). The course is intended to take students approximately 10 hours to complete. Course content may be drawn from the existing Small Treated course with guidance from OpCert regarding updates to text, treatment technologies, and linked information.
- b) **Small Untreated Water System course.** One e-learning course for the operators of Small Untreated water systems. This course is intended to be a subset of the information in the Small Treated course. The course must cover the range of topics necessary for the operations of Small Untreated water systems in Alaska, including but not limited to: chemical and biological properties of water, groundwater characteristics, water system operation & maintenance, passive water treatment operation, regulations & management, and operator math. The course must be comparable in length and scope to the existing Adobe Flash Small Untreated course (see Attachment E). The course is intended to take students approximately 5 hours to complete.
- c) **Quizzes.** Each course shall include knowledge checks at the end of each chapter to assess the knowledge-retention of course takers. Multiple-choice quizzes of approximately 10-20 questions in length, depending on the amount of material presented in each chapter, are preferred. Other formats may be considered at the discretion of OpCert.
- d) **Media.** Applicable media required for the courses, including images, animations, and audio-video recordings. If such material is not provided by OpCert, taken from the existing Flash courses, or directly produced by the Contractor, the Contractor shall provide documentation that the material may be freely used for the purposes of conducting training and will not violate any license, copyright, user agreement or require the payment of licenses or fees.
- e) **Offline course versions.** Offline versions of the e-learning courses that can be viewed by operators who do not have reliable access to internet. The offline versions shall contain all material in the courses with the exception of the end-of-chapter quizzes.
- f) **Manual.** A single manual to accompany the online courses. The manual must cover the range of topics necessary for the operations of Small Treated and Small Untreated water systems in Alaska, as described above. The manual content may be drawn from the existing Small Treated and Small Untreated Manuals (see Attachments F and G) with guidance from OpCert. The manual must be, at a minimum, comparable in length and scope to the existing Small Treated manual. The manual must

clearly indicate which material is applicable to both certifications and which material is specific to only the Small Treated certification. The manual must be completed in a format that can be edited by OpCert.

- g) **Ownership.** Upon completion of the above deliverables, the Contractor shall assign all ownership of the materials to the DEC.

#### **SEC. 2.05 CONTRACT TYPE**

This contract is a firm fixed price contract.

The contractor's cost established as a result of this solicitation will remain through June 30, 2021. All price adjustments will be considered in accordance with contract compensation and payment.

#### **SEC. 2.06 PROPOSED PAYMENT PROCEDURES**

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

#### **SEC. 2.07 PROMPT PAYMENT FOR STATE PURCHASES**

NOT APPLICABLE

#### **SEC. 2.08 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. 2.09 LOCATION OF WORK**

The location(s) the work is to be performed, completed and managed is at the contractor's workspace.

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. 2.10 THIRD-PARTY SERVICE PROVIDERS**

NOT APPLICABLE

## **SEC. 2.11 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 not** be considered in determining whether the offeror meets the requirements set forth in **SEC. 1.04 PRIOR EXPERIENCE**.

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.

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

## **SEC. 2.12 JOINT VENTURES**

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement which identifies the principals involved and their rights and responsibilities regarding performance and payment.

## **SEC. 2.13 RIGHT TO INSPECT PLACE OF BUSINESS**

NOT APPLICABLE.

## **SEC. 2.14 F.O.B. POINT**

NOT APPLICABLE.

## **SEC. 2.15 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 or procurement officer. Changes that are not approved by the state may be grounds for the state to terminate the contract.

## **SEC. 2.16 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS**

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will

provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the procurement officer 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. 2.17 NONDISCLOSURE AND CONFIDENTIALITY**

The 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

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. 2.18 INDEMINIFICATION**

The contractor shall indemnify, hold harmless, and defend the state from and against any claim of, or liability for error, omission or negligent act of the contractor, its agents, 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 state. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the state, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "state", 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.

## **SEC. 2.19 INSURANCE REQUIREMENTS**

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.

**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.

**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.

**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.

## **SEC. 2.20 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 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, Attachments.

## **SECTION 3. PROPOSAL FORMAT AND CONTENT**

### **SEC. 3.01 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 IRFP and provide all information requested.

Include a title page showing the name of the Project, the IRFP 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 for the Project (maximum seven pages);
5. Experience and Qualifications **(including examples and descriptions required under Section 1.04 & 3.06);**
6. Resumes;
7. Attachments;
8. Cost Proposal (sealed separately from the rest of the proposal and must be clearly identified).

### **SEC. 3.02 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 IRFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

### **SEC. 3.03 UNDERSTANDING OF THE PROJECT**

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule, including understanding of the needs of small water system operators in Alaska.

### **SEC. 3.04 METHODOLOGY USED FOR THE PROJECT**

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule.

### **SEC. 3.05 MANAGEMENT PLAN FOR THE PROJECT**

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

### **SEC. 3.06 EXPERIENCE AND QUALIFICATIONS**

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

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

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

Offerors must provide reference names and phone numbers for similar projects the offeror's firm has completed.

### **SEC. 3.07 COST PROPOSAL**

The cost proposed price shall be an hourly rate for actual services rendered. Actual services rendered includes actual time spent in preparation and performance of the scope of work and deliverables in the contract. The rate shall be a fully burdened rate, and must include all costs associated with the contractor's operations, including the provision of all services and materials as needed to perform and meet the requirements herein including, but not limited to, wages, administrative overhead, travel, transportation, lodging, design services, and all other costs associated with the performance of the contract. That rate 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. No other costs will be considered for payment. A proposed rate that is not a single, hourly rate for services rendered will not be accepted. **(See Attachment A, Cost Proposal Form).**

### **SEC. 3.08 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 4. EVALUATION CRITERIA AND CONTRACTOR SELECTION**

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

### **SEC. 4.01 UNDERSTANDING OF THE PROJECT (5%)**

**Proposals will be evaluated against the questions set out below:**

1. How well has the offeror demonstrated a thorough understanding of the project?
2. Does the offeror understand the training needs of Alaskan small water system operators?
3. Does the offeror understand how these courses will be used to prepare operators for their duties and for certification exams?

### **SEC. 4.02 METHODOLOGY USED FOR THE PROJECT (5%)**

**Proposals will be evaluated against the questions set out below:**

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

### **SEC. 4.03 MANAGEMENT PLAN FOR THE PROJECT (9%)**

**Proposals will be evaluated against the questions set out below:**

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

### **SEC. 4.04 DEMONSTRATED EXPERIENCE DEVELOPING E-LEARNING COURSES FOR ADULT LEARNERS (18%)**

**Proposals will be evaluated against the questions set out below:**

1. Is the offeror uniquely qualified to provide these services?
2. Does the offeror have extensive experience developing e-learning courses for adult learners?
3. What other types of course development experience does the offeror have that might be relevant to this project?



**SEC. 4.05 DEMONSTRATED KNOWLEDGE OF OR EXPERIENCE WITH SMALL DRINKING WATER SYSTEMS, DEVELOPING TRAINING FOR WATER SYSTEM OPERATORS, OR EXPERIENCE WITH OTHER COMPARABLE TECHNICAL TRAINING DEVELOPMENT (18%)**

**Proposals will be evaluated against the questions set out below:**

1. Does the offeror have extensive knowledge of small water systems?
2. Does the offeror have experience developing training for small water system operators?
3. What other types of course development experience does the offeror have that might be relevant to this project?

**SEC. 4.06 CONTRACT COST (40%)**

Overall, a minimum of **40%** 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 6.15.

If an offeror qualifies for the Minority Business Enterprise (MBE) or Women's Business Enterprise (WBE), the offeror will receive an MBE/WBE Preference. The preference will be 5% of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

**SEC. 4.07 MBE/WBE PREFERENCE (5%)**

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 6.10 for additional information on the MBE/WBE preference.

## **SECTION 5. GENERAL PROCESS INFORMATION**

### **SEC. 5.01 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. 5.02 SITE INSPECTION**

NOT APPLICABLE.

### **SEC. 5.03 CLARIFICATION OF OFFERS**

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

### **SEC. 5.04 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 IRFP and

proposal. Discussions will be limited to specific sections of the IRFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. 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. 5.05 EVALUATION OF PROPOSALS**

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

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

#### **SEC. 5.06 CONTRACT NEGOTIATION**

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

#### **SEC. 5.07 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. 5.08 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. 5.09 PROTEST**

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

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

Per 2 AAC 12.695, an interested party must first attempt to informally resolve the dispute with the procurement officer. If that attempt is unsuccessful, the interested party may file a written protest to the solicitation or the award of the contract. The protest must be filed with the Commissioner of the purchasing agency or the Commissioner’s designee. The protester must also file a copy of the protest with the procurement officer. The protest 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.

If an interested party wishes to protest the content of a solicitation, the protest must be filed before the date and time that proposals are due.

If an offeror wishes to protest the award of a contract not greater than \$50,000, the protest must be filed within 10 days from the date of the solicitation or award, whichever is later.

If an offeror wishes to protest the award of a contract greater than \$50,000, the protest must be filed within 10 days from the date that notice of award is made.

A protester must have submitted a proposal in order to have sufficient standing to protest the award of a contract.

The procurement officer shall immediately give notice of the protest to the contractor or, if no award has been made, to all offerors who submitted proposals.

If the protestor agrees, the Commissioner of the purchasing department or the Commissioner’s designee may assign the protest to the procurement officer or other state official for alternate dispute resolution. In other cases, the Commissioner or the Commissioner’s designee may issue a decision denying the protest and stating the reasons for denial, issue a decision sustaining the protest, in whole or in part, and instruct the procurement officer to implement an appropriate remedy, or conduct a hearing using procedures set out in AS 36.30.670(b).

## **SEC. 5.10 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. 5.11 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:

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

## **SEC. 5.12 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 IRFP 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**

### **STEP 1**

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

100 Total Points Available in IRFP  $\times$  5% MBE/WBE preference = 5 Points for the 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	83 points	No Preference	0 points
Offeror #2	74 points	MBE/WBE Preference	5 points
Offeror #3	80 points	MBE/WBE Preference	5 points

### **STEP 3**

Add the applicable MBE/WBE preference amounts to the offeror's scores:

Offeror #1	83 points	
Offeror #2	79 points	(74 points + 5 points)
<b>Offeror #3</b>	<b>85 points</b>	<b>(80 points + 5 points)</b>

### **STEP 4**

**Offeror #3** is the highest scoring offeror and would get the award, provided their proposal is responsible and responsive.

## **SEC. 5.13 FEDERAL DEBARMENT CERTIFICATION**

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 (see Attachment C, **Appendix B: Federal Debarment Certification Form**). 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). If contractors and/or subcontractors do not complete the Federal Debarment Certification Form shall be disqualified from consideration. This form will be required to be submitted during annual renewals of the contract.

## **SECTION 6. GENERAL LEGAL INFORMATION**

### **SEC. 6.01 STANDARD CONTRACT PROVISIONS**

The contractor must be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A) OR Standard Contract Form for Goods and Non-Professional Services (form SCF.DOC/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 in a separate document. Please include the following information with any change that you are proposing:

1. Identify the provision the offeror takes exception with.
2. Identify why the provision is unjust, unreasonable, etc.
3. Identify exactly what suggested changes should be made.

### **SEC. 6.02 PROPOSAL AS PART OF THE CONTRACT**

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

### **SEC. 6.03 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 IRFP and will not affect the proposal evaluations.

### **SEC. 6.04 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: <https://www.state.gov/trafficking-in-persons-report/>

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

### **SEC. 6.05 RIGHT OF REJECTION**

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

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

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;

- do not change the meaning or scope of the IRFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

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

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

#### **SEC. 6.06 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. 6.07 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. 6.08 ASSIGNMENTS**

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. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

#### **SEC. 6.09 DISPUTES**

A contract resulting from this IRFP 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. 6.10 SEVERABILITY**

If any provision of the contract is found to be invalid or 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. 6.11 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 IRFP or that diminish the state's rights under any contract resulting from the IRFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

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. 6.12 FEDERALLY IMPOSED TARRIFFS**

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 7. ATTACHMENTS**

### **SEC. 7.01 ATTACHMENTS**

#### **Attachments:**

- A. Cost Proposal Form (Excel document, one page);
- B. Standard Contract Form - Appendix A (sample, three pages);
- C. Federal Debarment Certification Form-Appendix B (two pages);
- D. Small Treated Water System Training (.zip file);

<https://dec.alaska.gov/media/11509/small-treated-water-systems.zip>

This file can be retrieved in the “attachments” section of the Online Public Notice posting.

- E. Small Untreated Water System Training (.zip file);

<https://dec.alaska.gov/media/11511/small-untreated-water-systems.zip>

This file can be retrieved in the “attachments” section of the Online Public Notice posting.

- F. Small Treated Water System Manual (211 pages); and
- G. Small Untreated Water System Manual (116 pages).

## Attachment A – Cost Proposal

Modifications and any additions to the below form or format will not be allowed. Proposals may be considered non-responsive if any modification or additions made to the form.

### COST PROPOSAL

#### Course development and associated materials for Small Treated Water System course:

Contractor rate: US\$\_\_\_\_\_ per hour x \_\_\_\_\_ hours = US\$\_\_\_\_\_

Contractor rate: US\$\_\_\_\_\_ per hour x \_\_\_\_\_ hours = US\$\_\_\_\_\_

Contractor rate: US\$\_\_\_\_\_ per hour x \_\_\_\_\_ hours = US\$\_\_\_\_\_

#### Course development and associated materials for Small Untreated Water System course:

Contractor rate: US\$\_\_\_\_\_ per hour x \_\_\_\_\_ hours = US\$\_\_\_\_\_

Contractor rate: US\$\_\_\_\_\_ per hour x \_\_\_\_\_ hours = US\$\_\_\_\_\_

Contractor rate: US\$\_\_\_\_\_ per hour x \_\_\_\_\_ hours = US\$\_\_\_\_\_

**Fixed Expenses** = US\$\_\_\_\_\_

**TOTAL COST US\$**\_\_\_\_\_

**Total Cost in Words:**

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**STANDARD CONTRACT FORM**

## Goods and Non-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	
<b>This contract is between the State of Alaska,</b>			
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. <b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it. <b>ARTICLE 2. Performance of Service:</b> 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. <b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins _____, and ends _____. <b>ARTICLE 4. Considerations:</b> 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:		
<b>12. CONTRACTOR</b>			
Name of Firm			
Signature of Authorized Representative			
Typed or Printed Name of Authorized Representative			
Date			
<b>13. DIVISION</b>		<b>14. CONTRACTING AGENCY</b>	
Department/Division		Division/Section Administrative Services/Procurement	
Signature of Project Director		Signature of Procurement Officer	
Typed or Printed Name of Project Director		Typed or Printed Name of Procurement Officer	
Date		Date	

## APPENDIX A

### GENERAL CONDITIONS

#### 1. Inspections and Reports:

The department may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

#### 2. Suitable Materials, Etc.:

Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

#### 3. Disputes:

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-AS 36.30.632

#### 4. Default:

In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

#### 5. 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 Procurement Officer.

#### 6. No Additional Work or Material:

No claim for additional supplies or 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 Procurement Officer.

#### 7. 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.

#### 8. 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.

#### 9. 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.

#### 10. 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) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

#### 11. Officials Not to Benefit:

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

#### 12. Contract Prices:

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

#### 13. Contract Funding:

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

#### 14. 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.

**15. Contract Extension:**

Unless otherwise provided, the State and the 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 thirty (30) days before the desired date of cancellation.

**16. Severability:**

If any provision of the contract 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.

**17. Continuing Obligation of Contractor:**

Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

**18. 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.

## 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.

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Name and Title of Authorized Representative

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Signature

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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.