

STATE OF ALASKA INFORMAL REQUEST FOR PROPOSALS



PORT HEIDEN RRS RISK ASSESSMENT SUPPORT IRFP 18-325-21

ISSUED OCTOBER 16, 2020

THE STATE OF ALASKA, OFFICE OF PROCUREMENT AND PROPERTY MANAGEMENT (OPPM), DEPARTMENT OF ENVIRONMENTAL CONSERVATION (DEC) IS SOLICITING PROPOSALS ON BEHALF OF ITS SPILL PREVENTION AND RESPONSE DIVISION FOR SERVICES AND MATERIALS NECESSARY TO PROVIDE RISK ASSESSMENT SUPPORT AND REVIEW. THE SPILL PREVENTION AND RESPONSE DIVISION WILL NEED ASSISTANCE IN COMPLETING TASKS INCLUDING REVIEWING RISK ASSESSMENTS AND RELATED SITE CHARACTERIZATION AND RISK ASSESSMENT RELATED DOCUMENTS PREPARED BY OTHER PARTIES AND RELATED ACTIVITIES IN ACCORDANCE WITH DEC GUIDANCE.

ISSUED BY:
OFFICE OF PROCUREMENT AND PROPERTY
MANAGEMENT
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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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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE IRFP

The Department of Environmental Conservation (DEC), Division of Spill Prevention and Response, is soliciting proposals from qualified professionals to provide Ecological and Human Health Baseline Risk Assessment Support and Review. The Spill Prevention and Response Division will need assistance in completing Tasks including, reviewing risk assessments and related site characterization and risk assessment related documents prepared by other parties and related activities.

SEC. 1.02 BUDGET

The Department estimates a budget of no more than \$10,000.00 for the first year, and each year thereafter, and not to exceed an amount of \$20,000.00 for performance and completion of the services provided for herein over the entire duration of the contract resulting from this IRFP, to include any and all renewals. Any proposals that exceeds the amount will 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 November 6, 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:

- a. Five years' experience conducting risk assessment activities in accordance with applicable DEC and Federal risk assessment guidance.
- b. A master's degree or greater in toxicology or a field related to the quantitation of the effects of various chemicals on human health and the environment.

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and 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 p.m.** prevailing Alaska Time on **November 6, 2020**. Proposals that are late, contain proposed terms that are in conflict with Term Contract requirements or 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. Technical and Cost proposals to be labeled and attached separately.

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:

the laws of the State of Alaska;

- a. the applicable portion of the Federal Civil Rights Act of 1964;
- b. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- c. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- d. all terms and conditions set out in this IRFP;
- e. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- f. that the offers will remain open and valid for at least 90 days.

If any offeror fails to comply with [a] through [e] 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 RFP | October 16, 2020; |
| • RFP question submission deadline | October 23, 2020; |
| • Deadline for Receipt of Proposals | November 6, 2020 4:00 p.m. AKST; |
| • Proposal Evaluation Committee approximately | week of November 9, 2020; |
| • Notice of Intent to Award a Contract issue | approximately week of November 16, 2020; |
| • Estimated Contract start date | November 30, 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

A pre-proposal conference will not be held for this project.

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

In 1957, the Joint Chiefs of Staff approved building the DEW Line extension into the Aleutians, which included Port Heiden. Work was completed in 1959 and the DEW Line sites were turned over to the Alaska Air Command (AAC) in May 1959. In May 1961, the Port Heiden Radio Relay Station was established by the War Department on 172 acres within the Fort Morrow Site via Public Land Order 2372. Port Heiden RRS was built over the former location of Fort Morrow, which housed as many as 5,000 personnel during World War II. The former fort consisted of several hundred buildings and had a footprint covering several square miles. The Air Force managed the communications system until January 1971, when management responsibilities were transferred to Radio Corporation of America (RCA), which became RCA Alascom. RCA Alascom operated the sites until they were replaced by satellite communications in 1981, rendering the DEW Line obsolete. At that time, the sites were returned to the AAC for disposal. The Aleutian segment of RRS was operational from 1961 until deactivated in 1978.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The scope of work in this RFP is primarily described as a Task in order to be consistent with the concept of Task Contracts. The Term Contractor shall be able to perform all services described herein, and as solicited through a Task RFP.

Risk Assessment, and Risk Assessment Support & Review

The Contractor shall perform and demonstrate expertise in conducting any or all of the following work related to risk assessment, and risk assessment support and review. This work shall include the following without limitation:

1) Conduct human health and ecological Baseline Risk Assessment review of the Port Heiden North Landfill (LF007) in accordance with the most recent version of DEC's Risk Assessment Procedures Manual and Federal guidance as requested.

2) Complete ecological scoping form review for adequacy determination and adherence to applicable guidance.

3) Review and provide comments as to the adequacy/completeness of human health and ecological risk assessments and related surveys, reports, data, plans, scoping documents, and associated site characterization information completed by other entities and presented to the Department for review.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately November 30, 2020 through June 30, 2022 with no renewal option.

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. 3.03 DELIVERABLES

The contractor shall be required to provide the following deliverables:

Review and provide comments on a Draft and Final Baseline Risk Assessment Report for the Port Heiden North Landfill (LF007). The North Landfill Baseline Risk Assessment is expected to be submitted for review during the Spring of 2021 in conjunction with the 2020 Remedial Investigation Report. All comments will be submitted on an ADEC Comment Review Form which will be supplied to the contractor after contract award in pdf format.

SEC. 3.04 CONTRACT TYPE

This contract is a time and material contract.

The contractor's cost established as a result of this solicitation will remain through June 30, 2022. All price adjustments will be considered in accordance with contract compensation and payment.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The state will make a single payment when all of the deliverables are received, and the contract is completed and approved by the project director.

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 state will not provide workspace for the contractor. The contractor must provide its own workspace.

No travel will be required to complete this project.

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 will not be allowed.

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 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. 3.14 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. 3.15 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. 3.16 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. 3.17 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.

Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$300,000 per claim /annual aggregate.

SEC. 3.18 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 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 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 & 4.05);
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 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. 4.03 UNDERSTANDING OF THE PROJECT

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

SEC. 4.04 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. 4.05 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. 4.06 COST PROPOSAL

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

SEC. 4.07 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 UNDERSTANDING OF THE PROJECT (10 POINTS)

Proposals will be evaluated against the questions set out below:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (10 POINTS)

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 IRFP?

SEC. 5.03 EXPERIENCE AND QUALIFICATIONS (35 POINTS)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

- a) Do the individuals assigned to the project have experience on similar projects?
- 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?

2) Questions regarding the firm and subcontractor (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?

SEC. 5.04 CONTRACT COST (40 POINTS)

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 6.09.

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 6.10.

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

SEC. 5.05 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 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

- 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. 6.02 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. 6.03 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. 6.04 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. 6.05 CONTRACT NEGOTIATION

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

SEC. 6.06 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. 6.07 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. 6.08 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. 6.09 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. 6.10 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. 6.11 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)
Offeror #3	85 points	(80 points + 5 points)

STEP 4

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

SEC. 6.12 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 (**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 7. GENERAL LEGAL INFORMATION

SEC. 7.01 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. 7.02 PROPOSAL AS PART OF THE CONTRACT

Part of all of this IRFP 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 IRFP 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: <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. 7.05 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 counteroffer 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. 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 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. 7.09 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. 7.10 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. 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 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.

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

- A. Sample Notice to Proceed (NTP), (one page);
- B. Federal Debarment Certification Form-Appendix B (two pages).

Project Title			Notice to Proceed Issue Date	NTP Number	
Contractor				Contract Number	
Contract Duration	Beginning Date			Contract Title	
	Ending Date			DEC Division	
				Vendor Number	
				Amendment	

This contract award is made by and between the State of Alaska, Department of Environmental Conservation and the Vendor for work to be performed in Fiscal Year_____. The contract dollars awarded or budgeted in this NTP are to be expended during the performance period noted herein. If required, an NTP amendment will be issued by July 1 annually hereafter to allocate funds for each performance period for the duration of the contract.

NTP Performance Period Begin Date		Current Contract Award or Budget (in dollars)	\$0.00
NTP Performance Period End Date		Amount of Award or Increase for this NTP	
		Cumulative Total Contract Award or Budget	\$0.00

NOTICE TO PROCEED

THIS NOTICE TO PROCEED (NTP), IN ACCORDANCE WITH THE CONTRACT NOTED ABOVE AND HEREBY INCORPORATED HEREIN, TO INCLUDE ALL ATTACHMENTS AND APPENDICES (HEREINAFTER COLLECTIVELY REFERRED TO AS "THE CONTRACT"), IS HEREBY AGREED TO AND EXECUTED BY THE DULY ASSIGNED REPRESENTATIVES BELOW.

COMPENSATION FOR CONTRACTUAL SERVICES SHALL NOT EXCEED THE AUTHORIZED AMOUNT(S) IDENTIFIED HEREIN. THE CONTRACTOR SHALL NOTIFY THE DEC DIVISION CONTACT PERSON IN WRITING AND WITH JUSTIFICATION, TO REQUEST ANY AND ALL CHANGES TO THE SCOPE, TIME, OR COST OF THE CONTRACT. CHARGES BILLED FOR WORK PERFORMED OUTSIDE OF THE AUTHORIZATION OF THIS CONTRACT WILL BE HELD IN DISPUTE BY THE DEC AND SETTLED UNDER AS 36.30.620 CONTRACT CLAIMS, THE TERMS AND CONDITIONS OF THE CONTRACT, OR AS OTHERWISE PROVIDED BY LAW.

THIS NTP IS SUBJECT TO APPROPRIATION BY THE ALASKA STATE LEGISLATURE, THEREFORE THE DEPARTMENT RESERVES THE RIGHT TO CANCEL OR TERMINATE THIS CONTRACT AWARD IN ACCORDANCE WITH THE APPLICABLE APPROPRIATION CLAUSE.

ATTACHMENTS AND APPENDICES INCLUDE:

All other terms and conditions remain the same.

THIS NTP IS HEREBY EXECUTED AS OF THE LAST DATE SIGNED BELOW BY THE FOLLOWING SIGNATORIES:

VENDOR REPRESENTATIVE		DEC AUTHORIZING OFFICIAL (HEAD OF AGENCY OR DESIGNEE)	
SIGNATURE _____	DATE _____	SIGNATURE _____	DATE _____
PRINTED NAME _____		PRINTED NAME _____	
TITLE _____		TITLE _____	
DEC DIVISION REPRESENTATIVE		Questions or matters pertaining to invoicing, payments, and project completions are to be directed to: P.O. Box 111800, Juneau, Alaska 99811-1800 dec.spar.contracts@alaska.gov	
SIGNATURE _____	DATE _____	For DEC Project Director use only: Add NTP amount and Accounting Template information. NTP \$ Amount: _____ Accounting Template: _____	
PRINTED NAME _____			
TITLE _____			

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.