

STATE OF ALASKA REQUEST FOR PROPOSALS



Electronic Data Management System (EDMS)

RFP 18-329-21

ISSUED NOVEMBER 6, 2020

The State of Alaska, Office of Procurement and Property Management (OPPM), Department of Environmental Conservation (DEC) is soliciting proposals from qualified professionals to provide and assist the Division of Water in the process of acquiring a new electronic data management system (EDMS) that is compatible with the required reporting of the Clean Water Act.

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

PRIMARY CONTACT:
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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, IN SECTION 1.07, TO RECEIVE 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 RFP

The State of Alaska, Office of Procurement and Property Management (OPPM), Department of Environmental Conservation (DEC), Division of Water (DOW), is soliciting proposals from qualified professionals to assist and provide a new Electronic Data Management System (EDMS), that will maintain accurate records, historical and current permitting matrix, fee tracking, compliance and enforcement date, and flow date to the EPA's Integrated Compliance Information System (ICIS) database.

SEC. 1.02 BUDGET

The Department estimates a budget of no more than \$750,000.00 for the first year, \$500,000.00 for the second year and \$150,000.00 for the remaining three years thereafter, and not to exceed an amount of \$1,700,000.00 for performance and completion of the services provided for herein over the entire duration of the contract resulting from this RFP, to include any and all renewals. Any proposals that exceeds the amount will be considered non-responsive.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

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

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

SEC. 1.04 PRIOR EXPERIENCE

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

- Offeror must have two years of prior experience in the implementation and maintenance of an EPA ICIS compatible EDMS;

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

SEC. 1.05 REQUIRED REVIEW

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

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

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

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit their proposal electronically to the procurement officer in a single pdf file. The services proposal and cost proposal must be saved as separate PDF documents and emailed to decidasprocurement@alaska.gov as separate, clearly labeled attachments, such as “Firm Name – Services Proposal.pdf” and “Firm Name – Cost Proposal.pdf”. The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Like sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror’s responsibility to contact the issuing agency via email to decidasprocurement@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 RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

(b) OFFEROR'S CERTIFICATION

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

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;

- E. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- G. that the offers will remain open and valid for at least 90 days; and

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.

(f) BID BOND – PERFORMANCE BOND – SURETY DEPOSIT

NOT APPLICABLE

SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.10 AMENDMENTS TO PROPOSALS

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

SEC. 1.11 AMENDMENTS TO THE RFP

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

SEC. 1.12 RFP SCHEDULE

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

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| • Issue RFP | November 6, 2020 |
| • RFP question submission deadline | November 19, 2020 |
| • Deadline for Receipt of Proposals | November 27, 2020 4:00 p.m. AKST |
| • Proposal Evaluation Committee approximately | week of December 14, 2020 |
| • Notice of Intent to Award a Contract issue | approximately week of December 14, 2020 |
| • Estimated Contract start date | January 1, 2021 |

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

SEC. 1.13 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at **11:00 AM**, Alaska Time, on **THURSDAY, NOVEMBER 19, 2020** via **WebEx**. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Offerors should read the RFP in full and come to the meeting prepared to discuss any questions or concerns.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

All interested offerors must register with the Procurement Officer via email address at decdasprocurement@alaska.gov.

All registered Offerors will be sent information to attend a WebEx meeting prior to November 19, 2020.

SEC. 1.14 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

SEC. 1.15 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION**SEC. 2.01 BACKGROUND INFORMATION**

The current, electronic data management system was implemented in 2006 and has proven to be inefficient, difficult to maintain, and un-reliable. Due to current EDMS issues, DEC-DOW has been hindered in ensuring compliance with environmental laws within the APDES program. DEC-DOW uses upwards of 13 different business systems of varying size to support its APDES program. However, these environmental data systems are together failing to satisfy a majority of DEC-DOW's business and technical needs and, in some cases, creating additional problems. DEC-DOW obtained a GAP analysis December and a Scoping Assessment in 2019 detailing how our current systems and processes do not meet the federal EPA e-reporting requirements.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The State of Alaska, Office of Procurement and Property Management (OPPM), Department of Environmental Conservation (DEC), Division of Water (DOW), is soliciting proposals from qualified professionals to provide a new Electronic Data Management System (EDMS), that will maintain accurate records, historical and current permitting matrix, fee tracking, compliance, and enforcement data, flow data to the EPA's ICIS database, and assist with implementation, training and maintenance.

1. The offeror must provide a replacement EDMS, that will place Alaska in compliance with all e-reporting rules and requirements by the deadline of December 31, 2023. The new EDMS must also meet the criteria for all APDES, vessel, and state-issued permits, associated data, and compliance, and enforcement actions.
2. The offeror must provide a specialized EDMS that meets the EPA's e-reporting requirement and includes, but is not limited to, best practice for APDES, vessel, and state-issued permits. Subcontractors may be used to complete this service but may not be able to provide services for bullet point 1 and 3.
3. The offeror must interview various types of staff in state agencies that are members of the Compliance, Enforcement, Data, Permitting, and the Administrative Operations Manager (AOM) (their delegates), and DEC-DOW's WIM (Water Information Management) team.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, January 1, 2021 through December 31, 2021 with four one-year renewal options at the State's discretion.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any 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:

- Offerors must demonstrate the ability to adapt each of the itemized requirements provided in the **Supplemental List (Attachment One)** into the new EDMS System.
- Must meet the following DEC financial restrictions:
 1. Offerors must demonstrate how and will they meet the financial restrictions.

2. Offeror must demonstrate how they will remain within the specific budget for each deliverable and timeline. The project budget is 1.7 million dollars, it will be broken up over FY21, FY22, FY23, and possibly FY24.
 3. Offerors must demonstrate if they will be able to provide continuous maintenance for three years and how they will meet the budget of \$150,000 for each year.
 4. Offerors must demonstrate the ability to adapt, change, and update as needed to continually meet the need of the e-reporting rules and requirements while also meeting the criteria for all APDES, vessel, and state-issued permits, associated data, and compliance, and enforcement actions.
- The Offeror must provide an organized work plan with expected timelines and completion dates that will replace the current EDMS. The Offeror will be provided the Scoping Assessment of 2019 and Gap Analysis of 2016 to assist in the development of the work plan. The work plan must be submitted 90 days from the contract award.
 - The Offeror shall generate a monthly status report which includes the current EDMS build status, timeline updates, comments and concerns.
 - Offerors must be available for project planning and implementation meetings as needed by DEC-DOW. These meetings will be coordinated by the Project Manager and scheduled as needed to review the monthly status report.
 - The goal of this project is to procure a replacement EDMS, that will place Alaska in compliance with all e-reporting rules and requirements by the deadline of December 31, 2023. The new EDMS must also meet the criteria for all APDES, vessel, and state-issued permits, associated data, and compliance, and enforcement actions.

SEC. 3.04 CONTRACT TYPE

This contract is a **FIRM FIXED PRICE** contract.

The contractor's cost established as a result of this solicitation will remain through the life of contract. No price adjustments will be considered in accordance with contract compensation and payment since we have a restriction on budget.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The State will make payments based on services rendered to DEC. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the Project Director.

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.

Any single contract payment of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

SEC. 3.08 MANDATORY REPORTING

The contractor must provide a quarterly usage report to the procurement officer in an electronic format (Excel). The report must contain at least the following information: purchasing entity, description of items and/or services purchased, date of purchase, contract price, retail price, extended contract and retail price, and savings.

These reports are due 30 days after the end of each quarter. The contractor's failure to provide these reports as required may result in contract default action.

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

Any quarter with zero sales must be reported as zero sales. This may be done via email to the procurement officer.

SEC. 3.09 LOCATION OF WORK

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

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

The contractor must include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for two trips to Anchorage. Most meetings will take place using video conferences. Travel to other locations will not be required.

By signature on their proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

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

SEC. 3.10 THIRD-PARTY SERVICE PROVIDERS

NOT APPLICABLE

SEC. 3.11 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract for Section 3.01, bullet point 2, “The offeror must provide a specialized EDMS that meets the EPA's e-reporting requirement and includes, but is not limited to, best practice for APDES, vessel, and state-issued permits”.

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. 3.12 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.13 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. 3.14 F.O.B. POINT

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

SEC. 3.15 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. Personnel changes that are not approved by the State may be grounds for the state to terminate the contract.

SEC. 3.16 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 3.17 LIQUIDATED DAMAGES

Not applicable.

SEC. 3.18 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

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

SEC. 3.19 NONDISCLOSURE AND CONFIDENTIALITY

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

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

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

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

SEC. 3.20 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. 3.21 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. 3.22 TERMINATION FOR DEFAULT

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

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

SECTION 4. PROPOSAL FORMAT AND CONTENT**SEC. 4.01 RFP SUBMITTAL FORMS**

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as their proposal. An electronic copy of the forms is posted along with this RFP. Offerors shall not re-create these forms, create their own forms, or edit the format structure of the forms unless permitted to do so.

Unless otherwise specified in this RFP, the Submittal Forms shall be the offeror's entire proposal. Do not include any marketing information in the proposal.

Any proposal that does not follow these requirements may be deemed non-responsive and rejected.

SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

The offeror must ensure that their proposal meets all special formatting requirements identified in this section.

Documents and Text: All attachment documents must be written in the English language, be single sided, and be single spaced with a minimum font size of 10. Pictures or graphics may be used if the offeror feels it is necessary to communicate their information, however, be aware of the below requirements for page limits.

Page Limits: Some Submittal Forms listed below have maximum page limit requirements. Offerors must not exceed the maximum page limits. Note, the page limit applies to the front side of a page only (for example, '1 Page' implies that the offeror can only provide a response on one side of a piece of paper).

Submittal Form	Anonymous Document	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications		
Submittal Form B – Experience and Qualifications	YES	5
Submittal Form C – Understanding of the Project	YES	5
Submittal Form D – Methodology Used for the Project	YES	5
Submittal Form E – Management Plan for the Project	YES	5
Submittal Form F – Subcontractors	YES	2
Submittal Form G – Cost Proposal		

Any Submittal Form that is being evaluated and does not follow these instructions may receive a '1' score for the evaluated Submittal Form, or the entire response may be deemed non-responsive and rejected. Failure to submit any of the Submittal Forms will result in the proposal being deemed non-responsive and rejected.

SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)

The offeror must complete and submit this Submittal Form. The form must be signed by an individual authorized to bind the offeror to the provisions of the RFP and, if applicable, provide certification number and documents that the firm qualifies as a Minority Business Enterprises and Women's Business Enterprises (MBE/WBE).

By signature on the form, the offeror certifies they comply with the following:

- a) the laws of the State of Alaska;

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

The Submittal Form also requests the following information:

- a) The complete name and address of offeror's firm along with the offeror's Tax ID.
- b) Information on the person the state should contact regarding the proposal.
- c) Names of critical team members/personnel.
- d) Addenda acknowledgement.
- e) Conflict of interest statement.
- f) Federal requirements.
- g) MBE/WBE preference - certifications.

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

SEC. 4.04 EXPERIENCE AND QUALIFICATIONS OVERVIEW OF FIRM AND PROPOSAL (SUBMITTAL FORM B)

Offerors must provide detail on the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

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 along with their titles and location(s) where work will be performed.

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

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form shall not exceed the page limit (as described in Section 4.02).

SEC. 4.05 UNDERSTANDING OF THE PROJECT - (SUBMITTAL FORM C)

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

SEC. 4.06 METHODOLOGY USED FOR THE PROJECT - (SUBMITTAL FORM D)

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. 4.07 MANAGEMENT PLAN FOR THE PROJECT - (SUBMITTAL FORM E)

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

- how the offeror shall manage the contract and the points of contact;
- how the Project Manager shall be kept abreast of on-going work;
- how the offeror shall ensure a timely product;
- details of fiscal tracking and billing.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form shall not exceed the page limit (as described in Section 4.02).

SEC. 4.08 SUBCONTRACTORS - (SUBMITTAL FORM F)

If using subcontractors, the offeror must complete and submit this Submittal Form.

SEC. 4.09 COST PROPOSAL/PRICING (SUBMITTAL FORM G)

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. (See Attachment Five, Cost Proposal Form G)

SEC. 4.10 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**.

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below.

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

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1000

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

The state will use the following steps to evaluate and prioritize proposals:

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate specific parts of the responsive proposals.
- 3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: 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.

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria		Weight
Experience and Qualifications	(Submittal Form B)	100
Understanding of the Project	(Submittal Form C)	100
Methodology Used for the Project	(Submittal Form D)	100
Management Plan for the Project	(Submittal Form E)	200
Subcontractors	(Submittal Form F)	50
Total		550

Cost Criteria		Weight
Cost Proposal	(Submittal Form G)	400
Total		400

Preference Criteria		Weight
MBE/WBE Preference (if applicable)		50
Total		50

SEC. 5.03 SCORING METHOD AND CALCULATION

The PEC will evaluate responses against the questions set out in Sections 5.04 through 5.07 and assign a single score for each section. Offerors' responses for each section will be rated comparatively against one another with each PEC member assigning a score of 1, 5, or 10 (with 10 representing the highest score, 5 representing the average score, and 1 representing the lowest score). Responses that are similar or lack dominant information to differentiate the offerors from each other will receive the same score. Therefore, it is the offeror's responsibility to provide dominant information and differentiate themselves from their competitors.

After the PEC has scored each section, the scores for each section will be totaled and the following formula will be used to calculate the amount of points awarded for that section:

$$\frac{\text{Offeror Total Score}}{\text{Highest Total Score Possible}} \times \text{Max Points} = \text{Points Awarded}$$

Example (Max Points for the Section = 100):

	PEC Member 1 Score	PEC Member 2 Score	PEC Member 3 Score	PEC Member 4 Score	Combined Total Score	Points Awarded
Offeror 1	10	5	5	10	30	75
Offeror 2	5	5	5	5	20	50
Offeror 3	10	10	10	10	40	100

Offeror 1 was awarded 75 points:

$$\frac{\text{Offeror Total Score (30)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (75)}$$

Offeror 2 was awarded 50 points:

$$\frac{\text{Offeror Total Score (20)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (50)}$$

Offeror 3 was awarded 100 points:

$$\frac{\text{Offeror Total Score (40)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (100)}$$

Highest Total Score Possible (40)

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (100 POINTS)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

- a) Do each of the individuals assigned to the project meet the minimum qualifications?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- c) How extensive is the applicable experience of the personnel designated to work on the project?

Proposals will be evaluated against the questions set out below for SUBCONTRACTORS:

2) Questions regarding the firm and subcontractor (if used): (50 POINTS)

- 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. 5.05 UNDERSTANDING OF THE PROJECT (100 POINTS)

This portion of the offeror's proposal will be evaluated against the following questions:

- 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. 5.06 METHODOLOGY USED FOR THE PROJECT (100 POINTS)

This portion of the offeror's proposal will be evaluated against the following questions:

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

SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT (200 POINTS)

Proposals will be evaluated against the questions set out below:

- 1) How well has the offeror demonstrated that it understands the deliverables the State expects it to provide? Does the plan demonstrate measures that will ensure a timely product?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) Is the fiscal tracking and billing process clearly outlined?
- 5) How well does the management plan illustrate the lines of authority and communication?
- 6) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 7) Does it appear that the offeror can meet the schedule/timeline set out in the RFP?
- 8) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 9) To what degree is the proposal practical and feasible?
- 10) To what extent has the offeror identified potential problems?
- 11) Does the offeror explain how it will handle updating previously produced deliverables?
- 12) Does the offeror grant full usage rights to DEC? If not, do the conditions interfere with DEC's needs?
- 13) Is the proposal submitted responsive to all material requirements in the RFP?

SEC. 5.08 CONTRACT COST (400 POINTS)

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

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

Example (Max Points for Contract Cost = 400):

Step 1

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

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

Step 2

In this example, the RFP allotted 40% of the available 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 400 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, 400 points.

Offeror #2 receives 374.3 points.

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 374.3$$

Offeror #3 receives 336.8 points.

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 336.8$$

SEC. 5.09 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.

The preference will be 5% of the total available points, which will be added to the offeror's overall evaluation score.

Example:

Step 1

Determine the number of points available to qualifying offerors under this preference:

$$1000 \text{ Total Points Available in RFP} \times 5\% \text{ MBE/WBE preference} = 50 \text{ Points for the preference}$$

Step 2

Determine which offerors qualify as MBE/WBE bidders and thus, are eligible for the MBE/WBE preference. For the purpose of this example, presume that all proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	830 points	No Preference	0 points
Offeror #2	740 points	MBE/WBE Preference	50 points
Offeror #3	800 points	MBE/WBE Preference	50 points

Step 3

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

Offeror #1	830 points
Offeror #2	840 points (740 points + 50 points)
Offeror #3	900 points (800 points + 50 points)

Offeror #3 is the highest scoring Offeror.

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

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

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 6.03 SITE INSPECTION

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

SEC. 6.04 CLARIFICATION OF OFFERS

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

SEC. 6.05 DISCUSSIONS WITH OFFERORS

The State may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

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

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

SEC. 6.06 EVALUATION OF PROPOSALS

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

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

SEC. 6.07 CONTRACT NEGOTIATION

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

If contract negotiations are required, it will take place via video conference.

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror:

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

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

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.10 PROTEST

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

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

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

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

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

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

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

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

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

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

SEC. 6.11 APPLICATION OF MINORITY BUSINESS ENTERPRISE (MBE) AND WOMEN'S BUSINESS ENTERPRISE (WBE) PREFERENCES- 40 CFR, PART 33

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

This project is funded in part or fully through federal grants or cooperative agreements. It is a national policy to award a fair share of contracts to Minority Firms and Women's Business Enterprises through affirmative action. This solicitation incorporates a five point preference for all qualified minority firms and women's business enterprises.

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

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

SEC. 6.12 FEDERAL DEBARMENT CERTIFICATION & BYRD ANTI-LOBBYING AMENDMENT

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

The contractor and subcontractor agrees to comply with all requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C 1352). A certification must be completed and submitted to the procurement officer prior to contract award (**Appendix C: Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions**). If Contractors do not complete the Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions shall be disqualified from consideration. 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 will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). This form is attached in **SECTION 8. EXHIBITS** for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal 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 A PART OF THE CONTRACT

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

SEC. 7.03 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 7.04 HUMAN TRAFFICKING

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

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

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

SEC. 7.05 RIGHT OF REJECTION

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

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

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;

- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

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

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

SEC. 7.06 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 7.07 DISCLOSURE OF PROPOSAL CONTENTS

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

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

SEC. 7.08 ASSIGNMENT

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 7.09 SEVERABILITY

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

SEC. 7.10 SUPPLEMENTAL TERMS AND CONDITIONS

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

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

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

SEC. 7.11 SOLICITATION ADVERTISING

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

SEC. 7.12 FEDERALLY IMPOSED TARIFFS

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

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

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

- 1) Supplement List (eight pages);
- 2) Proposal Evaluation Form (four pages);
- 3) Standard Agreement Form - Appendix A;
- 4) Submittal Forms A-F;
- 5) Cost Submittal Form G;
- 6) Federal Debarment Certification Form-Appendix B; and
- 7) Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions-Appendix C.