

STATE OF ALASKA REQUEST FOR PROPOSALS



COMMERCIAL PASSENGER VESSEL OVERSIGHT RFP 18-332-21

ISSUED FEBRUARY 12, 2021 (READVERTISED)

The State of Alaska, Office of Procurement and Property Management (OPPM), Department of Environmental Conservation (DEC), Division of Water is soliciting proposals for the recruitment, management, deployment, and training of in-port and underway observers to monitor commercial passenger vessels for compliance with State and Federal environmental regulations. Independent observer coverage will be required for commercial passenger vessels during the first six weeks of vessel operations in the marine waters of the State of Alaska.

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

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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 RFP

The State of Alaska, Office of Procurement and Property Management (OPPM), Department of Environmental Conservation (DEC), Division of Water, is soliciting proposals from qualified professionals for the recruitment, management, deployment, and training of U.S. Coast Guard licensed marine engineers or Department approved persons with the appropriate degree from a maritime academy to serve as in-port and underway environmental observers of commercial passenger vessels. These independent observers will monitor commercial passenger vessels for compliance with State and Federal environmental regulations, and record and submit information on environmental operations to the Department.

Independent observer coverage will be required for commercial passenger vessel during at time set by the Department or during the first six weeks of the vessel's full operations in the marine waters of the State of Alaska

SEC. 1.02 BUDGET

DEC, Division of Water, estimates a budget of no more than \$400,000.00 for each year and not to exceed an amount of \$1,600,000.00 for the 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. Proposals priced at more than **\$400,000 for each year** will be considered non-responsive.

The department will not reimburse, pay any costs incurred including taxes, or be responsible, if vessels cancel, reduce, delay, or do not complete their planned 2021 Alaska itinerary for COVID-19 related or any other reason.

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 **MARCH 5, 2021**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements. No one member of the offeror's team may fulfill more than three of the minimum prior experience requirements:

- At least one member of the offeror's active day to day contract management team must have at least 2 years of maritime experience at the level of U.S. Coast Guard licensed 2nd engineer or higher.
- At least one member of the offeror's active day to day contract management team shall have at least 2 years of experience installing, maintaining, operating, sampling, or regulating Marine Sanitation Devices, Advanced Wastewater Treatment Systems, or traditional wastewater treatment plants.
- At least one member of the offeror's active day to day contract management team shall have at least 1 year of environmental sanitation and safety experience.
- At least one member of the offeror's active day to day contract management team shall have experience working on projects with complicated logistics (e.g. moving numerous personnel to varied

work locations, working on projects with complicated scheduling, doing extensive travel planning for numerous personnel, etc.).

- At least one member of the offeror's active day to day contract management team shall have significant experience with teaching or training adults, preferably at a maritime accredited educational institute. It is preferred that this experience includes training marine engineers.

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

An offeror must identify each person who meets the above requirements. Proposals shall also include an organizational chart that names the positions assigned to accomplish the requirements herein; to include an illustration of the lines of authority, and a designation of which position is responsible and accountable to perform each task and deliverable as set forth in Section 3 Scope of Work and Contract Information. If no person can be identified at the time proposals are submitted, note the title and minimum hiring qualifications that would be applied to each applicable position. If no person was identified for a particular position and the contract is awarded to that selected offeror, the offeror agrees to submit to the DEC Project Manager the identity and resume for each applicable position as soon as the recruitment process is complete.

Any change in the project and management team members, or subcontractors, named in an offeror's proposal, or as provided upon completion of recruitment, must be submitted to the DEC Project Manager and approved in advance of beginning in the proposed role. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract.

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

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 decdasprocurement@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 **decdasprocurement@alaska.gov** to confirm that the proposal has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 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. 1.09 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. 1.10 AMENDMENTS TO THE RFP

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

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. 1.11 RFP SCHEDULE

RFP schedule set out herein represents the State'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 accordingly. All times are Alaska Time.

ACTIVITY	TIME	DATE
Issue Date / RFP Released (READVERTISED)		February 12, 2021
Deadline for Receipt of Proposals / Proposal Due Date	4:00 p.m.	March 5, 2021
Proposal Evaluations Complete		(approximately) Week of March 15
Notice of Intent to Award		(approximately) Week of March 22
Contract Issued		(approximately) April 1, 2021

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

SEC. 1.12 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. 1.13 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

AUTHORITY

ALASKA STATUTE 46.03.020, 46.03.050, AS 46.03.460

18 AAC 69 – COMMERCIAL PASSENGER VESSEL ENVIRONMENTAL COMPLIANCE PROGRAM

CURRENT STATUTES AND REGULATIONS FOR THE COMMERCIAL PASSENGER VESSEL ENVIRONMENTAL COMPLIANCE PROGRAM (CPVEC) CAN BE FOUND AT

<https://dec.alaska.gov/commish/regulations/> and
<https://dec.alaska.gov/commish/regulations/statutes/>

The State of Alaska created the CPVEC Program within the Department of Environmental Conservation (DEC) in 2001. The CPVEC Program was the first State program in the United States to establish wastewater discharge criteria and require compliance sampling for commercial passenger vessels. The CPVEC Program requires operators of commercial passenger vessels to register, submit vessel specific wastewater sampling plans, sample and analyze wastewater samples, submit hazardous and non-hazardous waste management plans, and pay an environmental compliance fee. More information about the program can be found at: <https://dec.alaska.gov/water/cruise-ships/>.

Vessel owners and/or operators must provide information regarding the dates and the number of voyages for each commercial passenger vessel operating in the marine waters of the State of Alaska. All large commercial passenger vessel intending to discharge wastewater into the marine waters of the State of Alaska must possess a current authorization to discharge under the General Permit from DEC. Small commercial passenger vessels intending to discharge must possess an approved Best Management Practices Plan from DEC. Any vessel, whether discharging or not, must comply with all applicable State and Federal requirements.

From 2007 to 2019, environmental observers and United States Coast Guard (USCG) licensed engineers have been onboard cruise ships. DEC proposes a repeal and reenactment of portions of AS 46.03.460-490. Accordingly, DEC is pursuing an alternate monitoring and inspection program for commercial passenger vessels. This contract will serve to assist DEC in carrying out its authority to inspect commercial passenger vessels and monitor compliance with applicable State and Federal requirements.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

DEC, Division of Water is soliciting proposals from qualified professionals for the recruitment, management, deployment, and training of in-port and underway observers of commercial passenger vessels. These observers shall utilize Department issued checklists and templates to report on vessel compliance with State and Federal environmental regulations. Observers shall be expected to complete onboard observations with the goal of coverage for 30 – 40 vessels and to produce associated reports. The Department will dictate which vessels are to be monitored, and the Contractor shall determine the deployment schedule and associated ports in the most efficient way.

The deployment schedule may be impacted by COVID-19 or health related issues and the Contractor shall plan for flexible scheduling to meet DEC’s goal of 30 – 40 observations and associated reporting.

Coverage may occur at any port in Alaska. The Contractor shall make every effort to prioritize vessels in order of their arrival in the marine waters of the State of Alaska.

The Contractor shall perform all management tasks including but not limited to: workforce planning, scheduling changes, recruitment and hiring, orientation, skills management, training and development, deployment of observers, personnel administration, compensation, time and attendance management, grievances, travel, payroll, employee benefits administration, personnel cost planning, performance evaluations, reporting reviews, distributing resources, implementing policy and procedures, and managing labor relations for the term of the contract.

The Department must review the qualifications of observer candidates with a marine safety and environmental protection degree or equivalent for final hiring approval.

Preseason training must occur, and certificates of completion must be awarded prior to observer deployment.

Independent observers hired by the Contractor shall not operate, maintain, or direct vessel crew/operator in the operation or maintenance of the vessel at any time for any reason. Independent observers hired by the Contractor shall be available to discuss potential noncompliance items with the Department or the US Coast Guard.

For the duration of the contract, any conflicting technical requirements must be resolved in negotiation with the Department Project Manager. Any changes to the schedules or tasks must be addressed in writing and approved by mutual agreement of the parties within 3 days after receipt. Dates of deliverables and deadlines are based on a typical year of July 1 through June 30.

Each of the subsections within section 3.03 deliverables include a description of the requirements responsible of the Department, responsible of the Contractor, and deliverables. All documents provided to the Department as work products shall be either in Microsoft Word or Excel and be provided in the manner as requested by the Department. Unless otherwise directed, Work Product shall be formatted using Garamond font, size 12, and color images and pictures will be saved in JPEG or TIFF format.

Other helpful informational material that may be provided to the Contractor includes commercial passenger vessel checklists and applicable guidance documents.

The goal of this project is to monitor every commercial passenger vessel operating in the marine waters of the State of Alaska during each vessel's first six weeks of Alaska trade to provide State oversight and ensure vessel compliance with State and Federal environmental regulations.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately January 18, 2021 through December 31, 2021 with three one-year renewal options at the State's discretion.

The approximate contract schedule is as follows:

The Contractor shall be expected to start work on the deliverables outlined in section 3.03 upon contract award. The Contractor's timeline schedule for all deliverables is outlined in Attachment 3.

First Contractor work period is anticipated **APRIL 1 to DECEMBER 31, 2021**.

Observers must be deployed to provide maximum coverage of cruise ships during each vessel's first six weeks in the marine waters of the State of Alaska. The observer deployment period shall be from June 1 to July 13. Please note that the observations can be conducted on the vessel (when available) any day of the week, including weekends and holidays.

If the cruise ship season is delayed due to COVID-19 or related factors, then the Contractor must be prepared to shift the observer deployment period to meet the Department goal of cruise ship coverage during the first six weeks of full vessel operations in the marine waters of the State of Alaska.

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 written contract amendment.

SEC. 3.03 DELIVERABLES

The Contractor shall be required to provide the following deliverables:

A. DEVELOP COMMUNICATION PLAN

This task must be performed by the Contractor. Effective and timely communication between the Department and the Contractor is critical for successful commercial passenger vessel oversight. The Contractor shall develop a communication plan in collaboration with the Department. The communication plan is to be a brief document of no more than 15 pages that describes the identity and role of key participants from both parties, expectations, methods of communication, a meeting schedule and a timeline/schedule by which all reports will be reviewed and electronically submitted to the Department.

Both the parties shall mutually attend and participate in regularly scheduled meetings, to include a pre-season planning meeting, weekly update meetings during the observer deployment period, and a post-season close out meeting at the end of the contract term.

The Department's responsibilities are outlined below:

- Provide the Contractor with expectations for a communication plan and meeting schedule in writing within 1 week after the service commencement date.
- Schedule and facilitate the contract implementation meeting to occur within 14 days after the service commencement date.
- Review the draft communication plan and provide written comments within 5 days of receipt.
- Approve in writing the final communication plan that incorporates the Department's comments within 5 days of receipt.

The Contractor's responsibilities are outlined below:

- Provide an outline of the communication plan to the department for review at least 48 hours prior to the contract implementation meeting.
- Develop a draft communication plan based on feedback provided at the contract implementation meeting and submit the draft plan within 14 days thereof.
- Revise the communication plan incorporating Department comments and submit a final version to the Department for approval within 10 days of receiving comments from the Department.
- Abide by the communication plan during the term of the contract.

The Contractors must describe how they will accomplish subsection A in submittal form D.

B. CONTRACTOR PROGRAM REPORTING

This task must be performed by the Contractor. The Contractor shall develop report templates, conduct data gathering and analysis, and submit reports to the Department that provide quality operational and management information relevant to the performance of the oversight contract. Report templates must be developed concurrent with the communication plan.

The Department requires that all reports undergo a quality assurance review by an individual other than the author prior to submittal, in order to ensure a quality work product is submitted. The following is a list of Contractor reports that shall be provided to the Department:

- **Weekly Status Report** – Describes changes to the deployment schedule; employment actions such as hiring, disciplinary actions, terminations, licensure issues, and training activities; occupational health and safety incidents or concerns; and suggested updates to manuals, training, reports, and guidelines.

The weekly status report shall be submitted to the DEC Project Manager each Monday by 4:00 pm AKST with information relevant to the preceding week.

- **Access Report** – Describe every event in which an independent observer's access to or within a vessel is restricted, their activities once on board are restricted, or time for observations are restricted. The notification must include:
 - Vessel name.

- Observer name.
- Time, date, and location of each incident.
- Involved vessel crew, including the environmental officer (EO), chief engineer (CE), captain, and the vessel management (shore based) name(s).
- Any information specific to an allegation against or complaint about an independent observer; to include a description of the complaint or allegation, investigative finding(s), and corrective action(s) taken.

The Contractor shall immediately notify the DEC Project Manager either by phone or e-mail regarding access issues. The access report shall be submitted to the DEC Project Manager within 7 calendar days of each event.

- **Close Out Report** –Summarize the Contractor’s performance and management for the contracted work period and shall include the following:
 - Details for the total number and types of reports submitted as provided for in Subsection H Observer Reporting Requirements.
 - Number of missed reports.
 - A summary of surveys.
 - Summary of all access or accommodation issues during the contracted work period, including the initial reporting date, actions taken, and results of any investigation(s).
 - Comprehensive final budget which details all costs, including line-item details, incurred during the contracted work period.

The Department’s responsibilities are outlined below:

- Provide the Contractor with examples of past reports or templates for the various reports no later than 14 days after the service commencement date.
- Review the draft report templates provided by the Contractor and provide comments within 5 days of receipt.
- Approve the final report templates that incorporate Department comments within 5 days of receipt.

The Contractor’s responsibilities are outlined below:

- Develop draft templates and submit to the Department within 10 days of template receipt.
- Provide report templates for final approval incorporating Department comments and submit with the final communication plan.
- Investigate complaints against independent observers and report the findings to the Department.
- Submit all required reports.

The Contractors must describe how they will submit and accomplish subsection B in submittal form D.

C. DEVELOP DEPLOYMENT SCHEDULE AND STANDARD OPERATING PROCEDURE

This task must be performed by the Contractor. The Contractor shall develop a deployment schedule with an outline of methods used to coordinate schedules and dispatch independent observers with the purpose of providing maximum coverage of cruise ships during the first six weeks each vessel is in the marine waters of the State of Alaska.

The Department will dictate which vessels must be inspected and the Contractor shall develop the deployment schedule for coverage of those vessels. The Contractor shall be expected to schedule and conduct no more than 25% of the observations while underway, versus in-port, in this deployment schedule. Underway observations shall be conducted on a typical overnight port to port vessel voyage and shall not include berth purchase. For deployment scheduling, an independent observer shall not be assigned to more than 2 vessels per day.

The Contractor shall make every effort to provide coverage of vessels within the first two weeks of their arrival in the marine waters of the State of Alaska.

The deployment schedule must also include a Standard Operating Procedure (SOP) that describes the process to incorporate and approve any changes to the Department approved deployment schedule. A notification protocol must be included in the SOP to provide sufficient notice of any changes to the Department and affected independent observers. Changes to the schedule may result from changes to cruise ship deployments, COVID-19 and health related issues, weather, dock availability, or other unanticipated issues. The SOP should be an Appendix to the deployment schedule.

The Department retains the right to require a change to deployment schedule in the event of cruise ship non-compliance with Federal or State requirements.

The deployment schedule must be approved by the Department prior to implementation. Any changes or revisions to the deployment schedule, including the total number of reportable days and any additions or deletions of voyages in the schedule, must be approved by the Department before the revised schedule is implemented.

The deployment schedule, and any revisions, must:

- Include all vessels identified by the Department.
- Include a count of the total number of independent observers scheduled to be deployed.
- Identify the vessel names, assigned independent observer, vessel arrival and departure times, port, date, type of report (underway vs in-port), and time of observer boarding and departure, preferably in excel format.
- Account for the most recent Cruise Line Agencies of Alaska Cruise Ship Calendars and cruise ship owner/operator schedules to ensure that independent observers have adequate time for ship transfers and in-port inspections.
- Account for the need to rotate independent observers onto a variety of vessels operated by different companies during the cruise season.
- Outline a method to notify independent observers of their in-port inspections and any schedule changes.

The Department's responsibilities are outlined below:

- The Department will provide the list of vessels to be incorporated within the deployment schedule by April 1. The list is subject to change for COVID-19 related reasons or reasons outside the control of the Department.
- Review the draft deployment schedule and SOP and provide the Contractor with written comments within 5 days of receipt.
- Provide written approval or a list of required changes to the final deployment schedule and SOP no later than 7 days after receipt of revisions that incorporate the Department's comments.
- Provide written approval of requests for revisions of the deployment schedule within 72 hours of receipt of requests.
- Provide the Contractor with any requests for changes or modifications at least 72 hours prior to independent observer deployment in accordance with changes to the deployment schedule.

The Contractor's responsibilities are outlined below:

- Develop and submit a draft deployment schedule and SOP on or before April 15.
- Revise the draft deployment schedule and SOP to incorporate any Department comments and submit the final deployment schedule and SOP to the Department for approval within 7 days from receipt of the Department's comments.
- Implement the approved deployment schedule, providing the maximum coverage possible for deployment of independent observers within funding and logistical constraints.
- Ensure independent observers have adequate time for ship transfers and in-port inspections.
- Monitor and adhere to the deployment schedule and provide notification of any modifications to the schedule per the SOP.

The Contractors must describe how they will accomplish subsection C, to include the methodology used to develop, monitor for schedule changes, and revise the Schedule in submittal form D.

D. RECRUITMENT AND HIRING

This task must be performed by the Contractor. The Contractor shall recruit and hire a sufficient number of independent observers in accordance with the requirements herein in order to implement the approved deployment schedule.

Hiring requirements: The Contractor may hire subcontractor(s) to work as observers.

Observers hired as marine engineers shall have as a minimum one of the following qualifications: a Current Designated Duty Engineer (DDE), Third Assistant Engineer (3 A/E) Unlimited Horsepower, or a higher license issued by U.S. Coast Guard.

The Contractor shall ensure that U.S. Coast Guard licensed marine engineers meet current licensure requirements and Department approved minimum qualifications throughout the contracted work period.

Observer candidates with a marine safety and environmental protection degree or equivalent must have their qualifications reviewed by the Department for final hiring approval.

The Contractor shall ensure that each applicant hired possesses and maintains all documentation required to board Cruise Ships in U.S. and foreign ports.

The Contractor shall ensure that hired observers have obtained a valid Transportation Workers Identification Credential (TWIC).

The Contractor shall ensure and confirm that all applicants pass a criminal background check prior to being offered employment and are able to legally embark and disembark in Canadian ports.

The Department's responsibilities are outlined below:

- Provide the Contractor with any potential candidates who have contacted the Department anytime during the term of the contract.

The Contractor's responsibilities are outlined below:

- Hire U.S Coast Guard licensed marine engineers or Submit for Department review for hiring approval persons with a marine safety and environmental protection degree or equivalent from a maritime academy.
- The Contractor shall provide in writing that all applicants pass a criminal background check.

The Contractors must describe how they will accomplish subsection D. Include an outline of observer qualifications, recruitment methodology and advertising, recruitment and hiring schedules, the methodology to determine how many observers will be hired in order to maximize coverage during the cruise season, and how a sufficient number of observers will be retained if vacancies arise in submittal form D.

E. TRAINING

This task may be performed by the Contractor or a qualified subcontractor. Independent observers are expected to have a working knowledge of pertinent State and Federal regulations, permit requirements, and familiarity with technologies that are related to cruise ships.

The Contractor shall develop a pertinent State and Federal maritime environmental training plan that identifies the location and duration of training courses, draft syllabus, dates of training, training evaluation methodology, and other needed information to train the independent observers.

The Contractor shall develop training materials, an exit exam, completion certificates, instructor evaluation forms, and any other materials necessary to deliver the training courses. Training courses must include interactive components when possible and require trainees to demonstrate proficiency in reporting. The training course must include a hands-on review of the reporting templates that shall be submitted in the performance of Subsection H Observer Reporting Requirements.

In the Department's experience, the training should not exceed 4 working days of 8 hours of instruction. At a minimum, the training courses must include the following components:

- Cruise Ship operations and background in Alaska.

- Cruise Ship environmental operations and procedures.
- Environmental compliance in Alaskan waters.
- Wastewater permits issued by the Department and EPA.
- Technologies found onboard large Cruise Ships such as Advanced Wastewater Treatment Systems.
- Wastewater sample collection.
- Inspection and entry authority.
- Effective reporting and review of Department issued checklists and templates.
- Professional conduct and ethics.
- Dealing with difficult situations.
- Elements of successful observation skills including clear, comprehensive, and concise reporting methods.

The Contractor shall submit to the Department all training materials that will be utilized for training prospective observers. This shall include the curriculum with teacher manuals and support material to the Department for approval. The Department retains the right to reasonably require the Contractor to refine the training course materials and content.

Training shall be provided to all prospective observers. The training may be held in Alaska or virtually. The Contractor shall arrange and perform all aspects of course logistics including but not limited to location of training, training course length, materials in ready-to-present quality, presentation aids, coordination and instructor and participant travel to include per diem. If trainings are held virtually, the Contractor must describe how participant engagement throughout the duration of the training will be tracked and ensured.

The Contractor may invite guest speakers, such as representatives from cruise lines, wastewater treatment vendors, or other relevant speakers as it desires, but guest speaker costs will not be covered by the Department. The Contractor shall provide time during the training for Department and U.S. Coast Guard presentations either in person or virtually.

The Contractor specified training, including safety training and any potential CDC related health requirements, is not part of the Training as set forth herein and must be provided to observers separately. The Department and its partners, such as the U.S. Coast Guard, retains the right to attend all training courses at its discretion and shall be responsible for all costs associated with the such attendance.

In the event that observers are hired during the observer deployment period and after the initial training courses have ended, the Contractor may hold additional training courses upon Department approval. The Contractor shall use the same training course materials and administer the same exit exam. The Contractor may propose multiple training courses prior to deploying observers.

After the successful completion of each training course, the Contractor shall issue each participant that passes the course exam a certificate of completion and the applicant may then be hired. The certificate of completion shall be valid for one year.

After the training is completed, the Contractor shall evaluate the training and identify any gaps in needed training, ways to improve training courses and materials, suggestions for refining future

trainings, and needed modifications. The evaluation must also include a summary of the feedback from the evaluations completed by training course participants; the date, title, and instructor of each training course actually held; the number of training participants for each course; a list of candidates that attended the training courses; and a list of guest speakers.

The Department's responsibilities are outlined below:

- Provide an outline of the training course and content expected to be covered and any other useful resources within 7 days of the service commencement date.
- Review and provide written comments on the draft training plan and course within 5 days of receipt.
- Provide written approval of the training course, schedule, location, instructors, and guest speakers and approval of all finalized training course materials that incorporate the Department's comments within 5 days of receipt.
- Provide a list of Department invited attendees.
- Present training course materials as necessary on topics where the Department has significant expertise such as an introduction to the compliance aspects of the program and wastewater sampling. This may be done remotely.
- Review the training evaluation report and provide the Contractor with recommendations, if any, to improve training in the future.

The Contractor's responsibilities are outlined below:

- Develop for Department approval a draft training plan, including training course logistics, location, duration, and schedule of each training course, and course materials within 21 days after receipt of the Department outline.
- Complete and submit the final training plan and course material with Department comments incorporated within 10 days after receipt of Department comments.
- Provide the Department with a list of training course instructors and invited guest speakers for approval.
- Provide the Department with any requests for modification of the training schedule prior to implementing additional training courses.
- Provide the Department and invited guests and speakers with classroom space and time to attend training or to present during the training.
- Conduct all necessary training to prospective observers in sufficient time prior to deployment.
- Issue each participant that passes the course exam a certificate of completion.
- Conduct an evaluation of the training courses and materials, and other relevant information as described herein.
- Formulate a summary of the evaluation and a summary of the training needs assessment into a report to submit to the Department for review no later than 60 days from the completion of the last training course.

The Contractors must describe how they will accomplish subsection E in their submittal form D. Include in the description the location(s) the training will be held.

F. OUTFIT INDEPENDENT OBSERVERS

This task must be performed by the Contractor. The Contractor shall outfit independent observers in equipment and apparel sufficient to conduct the duties as described herein. Attachment 4 includes Department suggestions for outfitting observers; however, this list may not be comprehensive. It is the Contractor's responsibility to ensure that observers are outfitted with all State, Federal and industry required gear. This includes the requirement to select, obtain, equip, and replace or maintain in good, working condition equipment, apparel, and supplies appropriate for the environment that independent observers will encounter. The Contractor is responsible for coordinating any equipment delivery to ensure it meets U.S. Customs and Border Protection, USCG Guidelines, and cruise line security requirements.

The Department's responsibilities are outlined below:

- Provide an example of a durable and waterproof identification card with the observer's name, photograph, and identification information.
- The Department will provide a Department issued ID number for observers.

The Contractor's responsibilities are outlined below:

- Outfit every independent observer with all the equipment, including personal protection equipment, apparel, and supplies necessary to perform their duties prior to deployment. This may include possible CDC recommended sanitation / protection gear such as face masks, sanitizers, etc.
- Provide a durable and waterproof identification card with the observer's name, photograph, identification information and Department issued ID number.

The Contractors must describe how they will accomplish subsection F in submittal form D.

G. DEPLOYMENT

This task must be performed by the Contractor. The Contractor shall deploy independent observers according to the approved deployment schedule and in accordance with the requirements herein. The Contractor is responsible for paying for all travel, including flights, lodging and per diem.

The Contractor shall coordinate with cruise lines, maritime/marine agents, U.S. Coast Guard, U.S. Customs and Border Protection, the Department, and any other entities necessary. The Contractor is solely responsible for coordinating all deployment logistics for the duration of the work period. This includes security clearance issues and Jones Act waivers.

The Contractor must adhere to any potential CDC requirements and guidelines and provide DEC with proof of COVID negative test results for individual observers prior to boarding.

The Department's responsibilities are outlined below:

- Work with the Contractor to identify entity contacts for the purpose of coordinating events or logistics.

The Contractor's responsibilities are outlined below:

- Contractor shall provide a copy of the most recent Jones Act waiver to the Department prior to contract award.
- Contact and coordinate with appropriate entities to ensure that all required clearances are obtained prior to an independent observer being deployed.
- Provide Cruise Ship owners/operators with at least 24 hours advance written notice that an independent observer will board a vessel, and from which port facility.
- Arrange to have independent observers board scheduled voyages and in-port inspections as listed in the approved deployment schedule; including managing travel logistics, reimbursing travel expenses, and addressing independent observer concerns.

The Contractors must describe how they will accomplish subsection G in submittal form D.

H. OBSERVER REPORTING REQUIREMENTS

This task may be performed by the Contractor or qualified subcontractor. The Contractor shall develop a reference library that will be made available to all independent observers consisting of source materials provided by the Department. The Contractor is required to monitor, maintain, and keep current the reference library during the term of the contract and any subsequent renewals. The reference library shall include documents essential for review prior to observer coverage, including:

- Vessel Specific Sampling Plans.
- Holding Plans.
- Environmental Protection Agency Vessel General Permit related items.
- Discharge authorizations, certifications, or other submitted plans.
- Vessel or ship operator specific information.
- Examples of Environmental Systems per vessel.
- Examples of used records, certificates, logbooks, etc.

The Contractor shall utilize the inspection checklists and report templates provided by the Department for observer reporting. The Department may require independent observers to perform additional observations and related reporting. The Department will provide information regarding the additional observation and observation questionnaires to the Contractor for further handling/implementation. Additional observations may include either more in-depth inspections for compliance, or information gathering on environmental operations and equipment.

The independent observers shall complete the following reports for each vessel deployment:

- Inspection Checklist – This checklist will be utilized by the observer to complete onboard observations and shall be completed while onboard the vessel.
- Oil Sheen and Spill Report – This report shall be brought onboard each vessel and shall be utilized, if applicable, to document observed oil spills and sheens. Completed oil sheen and spill reports must be submitted immediately.
- Inspection Report – This report shall consolidate the observations documented on the inspection checklist and any other observations.

The Department requires that all reports undergo a quality assurance review by an individual who meets the qualifications of an independent observer prior to final submittal. The report quality assurance review shall include, without limitation, a review to ensure the correct dates and vessel names are reported, the reporting is complete and accurate, essential details are provided, and all independent observer concerns are clearly identified.

The Contractor shall immediately notify the DEC Project Manager either by phone or e-mail regarding any potential noncompliance issues or if there is an oil sheen and spill report. The inspection report and checklist shall be submitted to the DEC Project Manager within 7 calendar days of the observer departing the vessel.

The review may also include a set of recommendations or suggestions on a separate page. Reports with potential non-compliance items identified are to be submitted to the Department Project Manager immediately; these reports must then be reviewed and submitted with the weekly submittal.

The Contractor shall submit completed reports to the Department electronically, via a method approved by the Department.

The Department's responsibilities are outlined below:

- Provide the Contractor with checklist and report forms within 7 days after the service commencement date.
- Supply the Contractor with discharge, waste, sampling plans, and other reference library materials within 15 days before first scheduled deployment.
- Supply revised and new plans for the reference library as they are reviewed and approved.
- Review reports upon submittal and provide feedback to the Contractor, as needed.
- Provide the Contractor with any requests, in writing, for compliance related ship specific additional observations at least 2 days in advance of the anticipated work.

The Contractor's responsibilities are outlined below:

- Distribute materials, paper or electronic, deemed necessary or supplied by the Department within 5 days before the first scheduled deployment.
- Develop, monitor, and keep current a reference library prior to deployment.
- Provide independent observers with access to the reference library.
- Initiate a report review quality assurance process.
- Provide oil sheen and spill reports to the Department Project Manager immediately.
- Immediately notify the Department Project Manager regarding potential non-compliance of Federal or State environmental requirements.
- Submit reviewed reports to the Department within 7 calendar days of the observer departing the vessel.
- Incorporate any Department feedback into reporting.
- Provide protection of confidential and preliminary information.

The Contractors must describe how they will accomplish subsection H in submittal form D.

SEC. 3.04 CONTRACT TYPE

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

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

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

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 Contractor management work is to be performed, completed and managed must be in the United States.

The possible locations for observer coverage are various ports in Alaska, which may include, but are not limited to: Juneau, Ketchikan, Skagway, Sitka, Hoonah, Seward, Haines, Petersburg, Wrangell, Whittier, Kodiak, Unalaska, Homer, Valdez, Nome, Anchorage, Kake, St. Paul, Elfin Cove, Metlakatla, Utqiagvik, Cordova, Adak, Gustavus, Yakutat, and Pelican. Observers do not need to be deployed in all ports. Observer coverage may be concentrated in specific locations to ensure maximum efficiency of vessel coverage.

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

The Contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for 4-5 person(s) to make 30 – 40 trip(s) to various ports in Alaska. These travel costs should be included in the Section 3.03(G) Deployment.

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.

The offeror must certify that all work will be performed in the United States.

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

The Contractor must provide, on an annual basis, a Type 2 Statement on Standards for Attestation Engagements (SSAE) SOC 1, SOC 2, and OR SOC 3 REPORT. Failure to provide these reports may be treated as a material breach and may be a basis for a finding of default.

SEC. 3.11 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must complete the Submittal Form F identified in Section 4.02 and 4.08 of this RFP.

An offeror's failure to provide this information with their proposal may cause the State to consider their proposal non-responsive and reject it.

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 State may require a signed written statement from each subcontractor that clearly verifies the subcontractor is committed to provide the good or services required by the contract.

The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director or procurement officer.

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 or procurement officer. 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 or procurement officer may instruct the Contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The Contractor shall 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 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 shall 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. 3.18 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The Contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the Contractor with all applicable Federal

and State law, including the Social Security Act and HIPAA. The Contractor must promptly notify the State in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

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

Additional information that the Contractor shall hold as confidential during the performance of services under this contract include:

Independent observer and other personally identifiable information including but not limited to social security numbers, passport numbers, driver's license numbers or similar.

All potential compliance related items and reporting are not to be released by the Contractor to any entity other than the Department.

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

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

SEC. 3.19 INDEMNIFICATION

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency", as used within this and the following article, include the employees, agents and other Contractors who are

directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the contracting agency’s selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor’s work.

SEC. 3.20 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 procurement 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 \$1,000,000 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 \$1,000,000 per claim /annual aggregate.

SEC. 3.21 TERMINATION FOR DEFAULT

If the project director or procurement officer 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 7. 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.

Anonymity: Some Submittal Forms listed below must not contain any names that can be used to identify who the offeror is (such as company names, offeror name, company letterhead, personnel names, project names, sub consultant names, manufacturer or supplier names, or product names).

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	10
Submittal Form E – Management Plan for the Project	YES	5
Submittal Form F – Subcontractors	YES	5
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.

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) Alaska preference qualifications.

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 (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 be kept anonymous and must not contain any names that can be used to identify who the offeror is and cannot 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.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form shall be kept anonymous and must not contain any names that can be used to identify who the offeror is and cannot exceed the page limit (as described in Section 4.02).

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.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form shall be kept anonymous and must not contain any names that can be used to identify who the offeror is and cannot exceed the page limit (as described in Section 4.02).

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 will serve to accomplish the work and meet the State's project schedule.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form shall be kept anonymous and must not contain any names that can be used to identify who the offeror is and cannot 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 (SUBMITTAL FORM G)

Offerors must complete and submit this Submittal Form G.

Proposed costs must include 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. The costs identified on the cost proposal are the total amount of costs to be paid by the State. No additional charges shall be allowed.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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 5.09 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)	150
Management Plan for the Project	(Submittal Form E)	125
Subcontractor	(Submittal Form F)	25
	Total	500

Cost Criteria	Weight
---------------	--------

Cost Proposal	(Submittal Form G)	400
Total		400

Preference Criteria	Weight	
Alaska Offeror Preference (if applicable)	100	
Total		100

TOTAL EVALUATION POINTS AVAILABLE: 1000

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:

Offeror Total Score (40)

_____ x Max Points (100) = Points Awarded (100)

Highest Total Score Possible (40)

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS

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

- 1) Do the individuals assigned to the project have experience on similar projects?
- 2) Do the individuals assigned to the project meet the minimum background and experience qualifications discussed in Section 1.04 Prior Experience?
- 3) How extensive is the applicable education and experience of the personnel designated to work on the project?
- 4) Did the offeror include an organizational chart with the positions assigned to accomplish tasks A-H?
- 5) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- 6) How successful is the general history of the firm regarding timely and successful completion of projects?

SEC. 5.05 UNDERSTANDING OF THE PROJECT

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

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) Are each of the tasks (A-H) addressed in the methodology?
- 3) Has the offeror described how tasks A-H will be accomplished?

- 4) Does the methodology clearly indicate how observers with the proper qualifications will be recruited and hired?
- 5) How well does the methodology match and achieve the objectives set out in tasks A-H?
- 6) Does the methodology interface with the time schedule in the RFP?

SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT

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

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

SEC. 5.08 SUBCONTRACTORS

- 1) If subcontractors are used, does each subcontractor have the necessary experience and qualifications to complete the assigned task?
- 2) Will any portion of the project be completed by subcontractors?
- 3) If subcontractors will be hired, are the tasks that will be completed by the subcontractor(s) clearly identified?
- 4) If subcontractors will be hired, how well does the offeror describe how the subcontractor will complete the assigned tasks?

SEC. 5.09 CONTRACT COST (COST PROPOSAL)

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. 5.10 APPLICATION OF PREFERENCES

Certain preferences apply to all State contracts, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)
- Alaska Veteran's Preference - AS 36.30.321(f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list

prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. **An offeror's failure to provide this certification letter with their proposal will cause the State to disallow the preference.**

SEC. 5.11 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an offeror who:

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the State staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the State, is a sole proprietorship and the proprietor is a resident of the State, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the State, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the State; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. An offeror's failure to provide this completed form with their proposal will cause the State to disallow the preference.

SEC. 5.12 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is a:

- A. sole proprietorship owned by an Alaska veteran;
- B. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- C. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans;
or
- D. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other State agencies, other government, or the general public.

Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the State to disallow the preference.

SEC. 5.13 ALASKA OFFEROR PREFERENCE

Per 2 AAC 12.260, 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, 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 Total Points Available in RFP x 10% Alaska Offeror preference = 100 Points for the preference

Step 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska Offeror 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	Alaska Offeror Preference	100 points
Offeror #3	800 points	Alaska Offeror Preference	100 points

Step 3

Add the applicable Alaska Offeror preference amounts to the offerors’ scores:

Offeror #1	830 points
Offeror #2	840 points (740 points + 100 points)
Offeror #3	900 points (800 points + 100 points)

Offeror #3 is the highest scoring Offeror.

SEC. 5.14 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will list the names of all offerors and identify the offeror selected for award.

SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the project director or procurement officer. 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. 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** 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 STANDARD CONTRACT PROVISIONS

The Contractor shall be required to sign the State's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A) This form is attached with the RFP for your review. The Contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law, and the State reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), 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 that the offeror takes exception with.
- 2) Identify why the provision is unjust, unreasonable, etc.
- 3) Identify exactly what suggested changes should be made.

SEC. 6.04 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the RFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

SEC. 6.05 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.06 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. 6.07 HUMAN TRAFFICKING

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

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/trafficking-in-persons-report/>

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

SEC. 6.08 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. 6.09 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 6.10 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 contracting officer does so, and if the contracting 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 contracting officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

SEC. 6.11 ASSIGNMENT

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

SEC. 6.12 DISPUTES

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

SEC. 6.13 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. 6.14 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.08 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. 6.15 SOLICITATION ADVERTISING

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

SEC. 6.16 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. 6.17 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. 6.18 DISCUSSIONS WITH OFFERORS

The State may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. 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. 6.19 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.

SEC. 6.20 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. 6.21 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 contact 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.

SEC. 6.22 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."

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments:

- 1) Cost Proposal Form G;
- 2) Standard Agreement Form - Appendix A;
- 3) Contractor Deliverables Timeline;
- 4) Department Recommended Observer Outfitting List;
- 5) Definitions;
- 6) Submittal Forms A-F.