

STATE OF ALASKA

REQUEST FOR PROPOSALS



Data Acquisition System (DAS)
RFP NUMBER 18-341-21

Issued March 22, 2021

The STATE OF ALASKA, OFFICE OF PROCUREMENT AND PROPERTY MANAGEMENT (OPPM), the Department of Environmental Conservation is soliciting proposals from qualified professionals to provide a Data Acquisition System (DAS) for its Ambient Air Quality Monitoring Network.

ISSUED BY:
Office of Procurement and Property
Management (OPPM),
Department of Environmental Conservation

PRIMARY CONTACT:
Christine Mash
Procurement Officer
DECDASPROCUREMENT@alaska.gov

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

Important Notice: If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed in this document, in section 1.07, to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The State of Alaska, Office of Procurement and Property Management (OPPM), Department of Environmental Conservation, Division of Air Quality, is soliciting proposals from qualified professionals to provide a Data Acquisition System (DAS) for Alaska's Ambient Air Monitoring Program to facilitate data collection, review, analysis, and reporting of air quality data from Alaska's air monitoring network.

SEC. 1.02 BUDGET

The Division of Air Quality estimates a budget of no more than \$150,000 with no more than \$100,000 in FY21, \$20,000 in both FY22 and FY23, and \$10,000 in FY24 for completion of this project. Proposals priced at more than **\$150,000** will be considered non-responsive.

Payment of 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 **April 8, 2021**. Faxed or oral proposals are not acceptable.

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

SEC. 1.04 PRIOR EXPERIENCE

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

- Offeror must have five years of prior experience providing Data Acquisition Systems to support the regulatory ambient air monitoring programs of at least five separate state, local, or tribal air agencies.

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

SEC. 1.05 REQUIRED REVIEW

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

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

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

Procurement Officer: **Christine Mash**— email address at: **decdasprocurement@alaska.gov**.

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 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

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

(b) OFFEROR'S CERTIFICATION

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

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this RFP;

F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;

G. that the offers will remain open and valid for at least 90 days; and

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

(c) VENDOR TAX ID

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

(d) CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a proposal non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the offeror.

(e) FEDERAL REQUIREMENTS

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

(f) BID BOND – PERFORMANCE BOND – SURETY DEPOSIT

NOT APPLICABLE

SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.10 AMENDMENTS TO PROPOSALS

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

SEC. 1.11 AMENDMENTS TO THE RFP

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

SEC. 1.12 RFP SCHEDULE

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

- Issue RFP

March 22, 2021.

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- RFP question submission deadline March 31, 2021.
 - Deadline for Receipt of Proposals **April 8, 2021** 4:00 p.m. AKST.
 - Proposal Evaluation Committee approximately week of April 12, 2021.
 - Notice of Intent to Award a Contract issue approximately week of April 19, 2021.
 - Estimated Contract start date May 1, 2021.

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

SEC. 1.13 PRE-PROPOSAL CONFERENCE

There will be no pre-proposal conference.

SEC. 1.14 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

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

SEC. 1.15 NEWS RELEASES

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

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

DEC's Ambient Air Quality Monitoring and Quality Assurance program is responsible for regulatory and special purpose monitoring at a network of nine sites located throughout Alaska, a description of the network is available in an annual network plan available online at <https://dec.alaska.gov/air/air-monitoring/monitoring-plans/>. A Data Acquisition System (DAS) is central to this mission. It is required to facilitate the collection, review, validation, public display, and submission of data. DEC's current system consists of a commercial DAS for collection of continuous monitoring data, a commercial filter-weighing Laboratory Information Management System (LIMS) for analysis of Federal Reference Method (FRM) particulate samples, internally developed systems for the online display of near real-time data collected at regulatory monitoring sites and at a network of low-cost sensors on DEC's website, and an internally developed system for storing documentation related to data review and validation. DEC seeks to upgrade and combine multiple functions into a single DAS with improved functionality, and more robustly meet federal guidance and requirements.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION**SEC. 3.01 SCOPE OF WORK**

The Department of Environmental Conservation, Division of Air Quality, is soliciting proposals for a Data Acquisition System (DAS) for use by DEC employees in the collection, review, analysis, and reporting of ambient air monitoring data.

The DAS must facilitate data collection from at least 10 monitoring sites, each with varying numbers and types of particulate, gaseous, and meteorological instruments and sensors.

The current 9-site monitoring network will consist of these sites and instruments, quantities are noted in parenthesis:

- Garden 02-020-0018
 - Met One BAM 1020 (2)
 - Thermo Scientific 48i-TLE (1)
 - Thermo Scientific 146iQ Calibrator (1)
 - Met One 083 Temperature Sensor (1)
- Laurel 02-020-0045
 - Met One BAM 1020 (1)
- Parkgate 02-020-1004
 - Thermo Scientific Partisol 2000i (1)
 - Met One BAM 1020 (1)
- Bethel 02-050-0001
 - Met One BAM 1020 (2)
- NCore 02-090-0034
 - Met One BAM 1020 (2)
 - Thermo Scientific Partisol 2000i (2)
 - Thermo Scientific Partisol 2025i (1)
 - Thermo Scientific 43iQ-TL (1)
 - Thermo Scientific 49iQ-TL (1)
 - Teledyne T-200U (1)
 - Teledyne T-300U (1)
 - Teledyne T-703U (1)
 - RM Young 86004 Ultrasonic Anemometers (2) reporting to ADAM5000 (1)
 - Platinum RTD Temperature Sensors (2) reporting to Met One Automet 580 (1)
 - Met One RH Sensor (1)
 - Teledyne T-700U Calibrator (1)
 - Met One 083 Temperature Sensor (1)
- Hurst Road 02-090-0035
 - Met One BAM 1020 (1)
 - Thermo Scientific Partisol 2025i (2)
 - Platinum RTD Temperature Sensors (3) reporting to Met One Automet 580 (1)
 - RM Young 86004 Ultrasonic Anemometers (3) reporting to ADAM5000 (1)
 - Met One 083 Temperature Sensor (1)

- A Street 02-090-0040
 - Met One BAM 1020 (1)
 - Thermo Scientific Partisol 2025i (1)
 - Platinum RTD Temperature Sensors (2) reporting to Met One Automet 580 (1)
 - RM Young 86004 Ultrasonic Anemometers (2) reporting to ADAM5000 (1)
 - Met One 083 Temperature Sensor (1)
- Floyd Dryden 02-110-0004
 - Met One BAM 1020 (2)
 - Anemometer (1) reporting to ADAM5000 (1)
- Butte 02-170-0008
 - Thermo Scientific Partisol 2000i (1)
 - Met One BAM 1020 (2)
 - Anemometer (1) reporting to ADAM5000 (1)
 - Met One 083 Temperature Sensor (1)

DEC also operates a network of non-regulatory sensors throughout the state including pDR1500 monitors, AQMesh Pods, and PurpleAir Sensors.

Task 1

The Contractor must provide physical dataloggers or remote-access capability and licensing to use DAS software for the 9 sites listed above and one additional datalogger to accommodate potential expansion of the monitoring network. All sites will have internet access provided by DEC. Dataloggers must:

Allow digital instrument communications over serial and ethernet connections;

Allow for collection of analog voltage, resistance, and current signals and digitally transform signals into data based on scaling inputs defined by users;

Include a pre-configured library of communications protocols for widely used manufacturers and instrument types;

Log instrument data and instrument diagnostics from gaseous, continuous particulate matter, filter-based particulate matter, and meteorological instruments;

Download and store Thermo Scientific Partisol 2000i and 2025i instrument interval and filter data via ethernet connection;

Display data in real-time and store data as 1-minute, 5-minute, 1-hour, and 24-hour averages;

Calculate and log scalar and vector averages of wind speed and direction;

Control gaseous calibrators to deliver user-defined sequences of gas concentrations during quality control checks, audits, and calibrations;

Log instrument and calibrator diagnostic information during manual or automated zero, precision, and span verification and calibration sequences;

Record the requested and actual output concentrations delivered by the calibrator;

Record and average the last five minutes of data during each calibration or verification sequence step and automatically apply codes to data collected during the sequence;

Calculate and display precision check statistics in an easily accessed report format that is exportable as an Excel and/or CSV file;

Provide for secure remote-access and screensharing;

Provide the ability to maintain and access collections of staff resources such as SOPs and operation and technical manuals;

Allow users to make modifications to site configurations and communication settings remotely or while on-site, require user-specific credentials and allow administrative control of user permissions;

Provide a summary or visualization of communications settings;

Allow users to view communication traces between datalogger and instruments;

Provide a digital site logbook for use by staff that contains text fields that are not limited by character counts and includes the ability to upload image or other file attachments;

The logbook must meet EPA digital logbook security, revision control, etc. requirements;

Provide a query-able automatic permanent log of changes to site configurations made by users;

Maintain query-able localized database containing monitoring data on site computers; and

Automatically transmit data to a centralized database server.

Task 2

The Contractor must provide a state-hosted centralized database software. The database must:

Provide a centralized database to house all monitoring data and information;

Be hosted locally on the state network;

Automatically poll site computers at least hourly, and repoll after communications outages;

Allow users to manually poll data from monitoring sites;

Send user alerts via email or text message based on specific criteria defined by staff that could include instrument errors, value thresholds, and communication errors;

Automatically flag suspect data and notify users based on user-defined, pollutant-specific criteria;

Import data from MTL gravimetric filter lab LIMS into database;

Import laboratory filter conditioning period environmental parameters including temperature and relative humidity collected by Vaisala instruments;

Automatically import data from small non-regulatory air pollution sensors such as PurpleAir and AQMesh Pods via sensor-specific third-party online APIs;

Transmit data hourly to EPA's AirNow FTP server;

Provide real-time data for online public display on DEC's website;

Allow for historical data retrieval for external users on DEC's website;

Provide the ability for administrators to assign unique usernames and passwords to users and limit privileges;

Allow automated/manual database backup;

Allow restoration of database using backup in the event of database failure;

Allow for quarterly routine database updates;

Allow tracking of instruments, standards, and equipment including identifying information, location, and certification expiration dates; and

Notify users of upcoming certification expiration dates.

Task 3

The Contractor must provide a front-end software program that allows users to interface with the centralized database. The software program must:

Allows users to access, view, manipulate, import, add, modify, review, and export data housed in the centralized database;

Provide for an unlimited number of software installations and users with at least 8 concurrent users at any time;

Provide a data query function;

Provide a graphing utility;

Provide a data review user interface that is spreadsheet-like and has sortable and filterable columns;

Allow an individual user to simultaneously apply EPA codes and/or append user comments to data for one or more parameters in both continuous and discontinuous time ranges;

Provide zero/precision/span and calibration query function for gaseous parameters;

Allow users to apply EPA codes and append user comments to gaseous parameter quality control checks;

Allow users to query user comments and site logbook entry content based on text;

Allow upload of attachments related to data review;

Allow standardization and versioning of data review forms;

Allow validation of data and attachments;

Maintain query-able logs of changes to records and validations made by specific users;

Produce bar-delimited flat files or xml files of validated data and quality control information for upload to EPA's AQS Database; and

Allow users to easily access relevant information during EPA triennial Technical Systems Audits.

Task 4 The Contractor must:

Assist with initial DAS configuration and coordinate individual site datalogger setup;

Import all historical data from existing DAS SQL database into the centralized database, include review information such as comments and validations; and

Provide remote training to DEC staff on the use and maintenance of the DAS.

Task 5

Provide a five day in-person training for DEC Air Monitoring staff in Fairbanks. The trip dates will be determined by the Project Manager based on travel guidelines and staff training needs.

Task 6

Provide continuing timely routine user support;

Provide updated instrument communication protocols;

Provide periodic routine software and database updates no less frequent than semi-annually;

Ensure all standard software features included in DAS not explicitly described in this RFP are operational and supported; and

Task 7

Ensure a functional DAS system is owned by the state that can be operated indefinitely by the state beyond the end of the contract period.

Optional Tasks

Task 8

Provide an internal website for staff use that displays real-time data for internal users.

Task 9

Provide a public-facing website to display real-time data and Air Quality Index (AQI) values. The website must be viewable as part of the state's website.

Task 10

Provide licenses for up to three additional monitoring sites using DEC-provided computers.

Task 11

Provide up to three additional on-site dataloggers and DAS software license.

Task 12

Provide hardware and license for up to five additional direct-poll instruments.

Task 13

Provide cloud-based hosting service for central database.

Task 14

Provide assistance to DEC staff in the preparation of a security plan in the format shown in as Attachment 6, Alaska Information Technology Application Security Plan for Major Applications - template.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately May 1, 2021, through June 30, 2022 with three, one-year renewal options at the State's discretion.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the procurement officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a contract amendment.

SEC. 3.03 DELIVERABLES

The Contractor shall be required to provide the following deliverables:

Offerors must demonstrate the ability to provide each of the items identified in the Project Scope as part of the DAS.

The Contractor must meet and provide the following DEC financial restrictions in their proposals:

1. The Contractor must demonstrate how they will meet the financial restrictions.
2. The Contractor must demonstrate how they will remain within the specific budget for each deliverable and timeline. The project budget is \$150,000.00 dollars, it will be broken up over FY21, FY22, FY23, and FY24.
3. The Contractor must demonstrate the ability to provide continuous support for three years and how they will meet the budget identified for each year.
4. The Contractor must demonstrate the ability to adapt, change, and update as needed to continually meet the needs of the monitoring network and maintain compliance with federal DAS guidance.

The Contractor must provide an organized work plan with expected timelines and completion dates to implement the DAS. The work plan must be submitted within 90 days from the contract award.

The Contractor shall generate monthly status reports which include the current status of the DAS implementation, timeline updates, the status and age of all active user support requests, comments, and concerns.

The Contractor must be available for project planning and implementation meetings as needed by DEC. These meetings will be coordinated by the Project Manager or their designee and scheduled as needed.

The Contractor must provide functional Dataloggers and/or instrument direct-polling hardware for the 9 air monitoring sites and one additional datalogger listed within the Project Scope that fulfill the items listed within the Project Scope.

The Contractor must provide the centralized database software for a state-provided and state-hosted server that fulfills the items listed within the Project Scope.

The Contractor must provide DAS front-end software for installation on staff computers that fulfills the items listed within the Project Scope.

The Contractor must provide user trainings and training resources.

The Contractor must provide software support and all available software updates.

The Contractor must provide timely user support. The Contractor must respond to user support requests related to the routine operation of the DAS within the DEC network within 2 business days and provide an actionable plan within 5 business days to remedy any concerns that cannot be quickly resolved.

Offerors must allow DEC to continue to use the DAS without support at the end of the contract period.

SEC. 3.04 CONTRACT TYPE

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

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

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

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

SEC. 3.06 PROMPT PAYMENT FOR STATE PURCHASES

Not applicable.

SEC. 3.07 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Environmental Conservation or the Commissioner's designee. Under no conditions will the State be liable for the payment of any interest charges associated with the cost of the contract.

The State is not responsible for and will not pay local, State, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

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

The State WILL NOT provide workspace for the contractor. The contractor must provide its own workspace.

The contractor must include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for 1 staff member to make 1 5-day trip to Fairbanks, AK. Travel to other locations will not be required.

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

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

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

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

SEC. 3.10 THIRD-PARTY SERVICE PROVIDERS

The contractor must provide, on an annual basis, a Type 2 Statement on Standards for Attestation.

SEC. 3.11 SUBCONTRACTORS

Subcontractors will not be allowed.

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 CONTRACT PERSONNEL

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

SEC. 3.15 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 3.16 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

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

SEC. 3.17 NONDISCLOSURE AND CONFIDENTIALITY

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

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

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

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

SEC. 3.18 INDEMINIFICATION

The contractor shall indemnify, hold harmless, and defend the state from and against any claim of, or liability for error, omission or negligent act of the contractor, its agents, under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the state. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the state, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "state", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

SEC. 3.19 INSURANCE REQUIREMENTS

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

SEC. 3.20 TERMINATION FOR DEFAULT

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

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

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

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-contractor 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	15
Submittal Form E – Management Plan for the Project	YES	5
Submittal Form F – Cost Proposal		
Attachment - References	NO	Unlimited

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) MBE/WBE 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.

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 REFERENCES

Offerors must also provide a list of all current United States state, local, and tribal air agencies that have utilized their DAS for the most recent five-year period and include reference names and phone numbers for similar projects the offeror's firm has completed. **This must be submitted as an attachment to Form B and there is no page limit.**

SPECIAL NOTE: The offeror shall not disclose their costs in the attachment is Submittal Form B.

SEC. 4.06 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and 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 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D)

Offerors must provide a detailed 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.

Offerors must provide comprehensive narrative statements that illustrate the ability of their DAS to meet the items described in the project scope.

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 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. 4.09 COST PROPOSAL (SUBMITTAL FORM F)

Offerors must complete and submit this Submittal Form G for **EACH YEAR**.

Offerors must separate the costs for Tasks 1-7 in the Project Scope of Work from the costs associated with the Optional Tasks 8-14. The costs for Tasks 1-7 will be used in the Cost Proposal scoring process described in Section 5.10 and must not exceed the budget stated in Section 1.02. The costs associated with Optional Tasks 8-14 will not be used for evaluation purposes in the scoring process and will not be used to determine the responsiveness of a proposal as defined in Section 1.02. Optional Task 8-14 will only be executed if it is determined to be in the State's best interest.

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

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

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

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

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three State employees or public officials, will evaluate specific parts of the responsive proposals.
- 3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 5.09 and add those scores to the awarded points along with factoring in any MBE/WBE 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
References	Attachment	50
Understanding of the Project	(Submittal Form C)	100
Methodology Used for the Project	(Submittal Form D)	200
Management Plan for the Project	(Submittal Form E)	100
Total		550

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

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

SEC. 5.03 MBE/WBE PREFERENCE (50 POINTS)

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

SEC. 5.04 SCORING METHOD AND CALCULATION

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

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

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

Example (Max Points for the Section = 100):

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

Offeror 1 was awarded 75 points:

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

Offeror 2 was awarded 50 points:

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

Offeror 3 was awarded 100 points:

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

SEC. 5.05 EXPERIENCE AND QUALIFICATIONS

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

- a) Do the individuals assigned to the project have experience on similar projects?
- b) Do the individuals assigned to the project meet the minimum background and experience qualifications discussed in Section 1.04 Prior Experience?
- c) How extensive is the applicable education and experience of the personnel designated to work on the project?
- d) How well has the firm demonstrated experience in completing similar projects on time and within budget?

I. REFERENCES

- a. How long have you used the offeror's DAS?
- b. Describe how your monitoring organization utilizes the DAS?
- c. How would you rate the user support provided by the offeror?
- d. How would you rate the ease of use of the offeror's DAS?
- e. What difficulties have you encountered while using the DAS?
- f. Does the offeror's DAS meet your expectations?
- g. Would you recommend the offeror's system and why?

Score is based on both submittal and reference checks. The state may contact any agency noted in the proposal to obtain a reference per Section 4.05.

SEC. 5.06 UNDERSTANDING OF THE PROJECT

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

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

SEC. 5.07 METHODOLOGY USED FOR THE PROJECT

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

- a) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- b) Are each of the tasks addressed in the methodology?
- c) Has the offeror described how the characteristics of the DAS as laid out in the Scope of Work will be incorporated?
- d) How well does the methodology match and achieve the objectives set out in tasks 1-7?
- e) How well does the methodology match and achieve the objectives set out in tasks 8-14?
- f) Does the methodology interface with the time schedule in the RFP?

SEC. 5.08 MANAGEMENT PLAN FOR THE PROJECT

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

- a) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- b) How well is accountability completely and clearly defined?
- c) How well does the management plan illustrate the lines of authority and communication?
- d) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- e) Does it appear that the offeror can meet the schedule set out in the RFP?
- f) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- g) To what degree is the proposal practical and feasible?
- h) To what extent has the offeror identified potential problems?

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 MBE/WBE PREFERENCE

Per Federal CFR, if an offeror qualifies for the MBE/WBE Preference, the offeror will receive an MBE/WBE Preference. The preference will be 50% of the total available points, which will be added to the offeror's overall evaluation score.

Example:

Step 1

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

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

Step 2

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

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

Step 3

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

Offeror #1	830 points
Offeror #2	790 points (740 points + 50 points)
Offeror #3	850 points (800 points + 50 points)

Offeror #3 is the highest scoring Offeror.

SEC. 5.11 OFFEROR NOTIFICATIONS 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 INFORMATION**SEC. 6.01 INFORMAL DEBRIEFING**

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

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 6.03 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 RFP 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 contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any Federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the Contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
 - b) The Contractor warrants, in writing, that no amount of the newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.

- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in Federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of Federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

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."

SEC. 6.23 APPLICATION OF MINORITY BUSINESS ENTERPRISE (MBE) AND WOMEN'S BUSINESS ENTERPRISE (WBE) PREFERENCES- AS 36.30.890

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

This project is funded in part or fully through federal grants or cooperative agreements. It is a national policy to award a fair share of contracts to Minority Firms and Women's Business Enterprises through affirmative action. This solicitation incorporates a 50-point preference for all qualified minority firms and women's business enterprises.

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

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

SEC. 6.24 FEDERAL DEBARMENT CERTIFICATION & BYRD ANTI-LOBBYING AMENDMENT

Expenditures from a contract resulting from this solicitation may involve federal funds. The U.S. Department of Labor requires all State agencies that are expending federal funds to have a certification filed in the proposal (by the offeror) that they have not been debarred or suspended from doing business with the federal government. Certification regarding debarment, suspension, ineligibility and voluntary exclusion lower tier covered transactions must be completed and submitted by the offeror to the procurement officer prior to contract / purchase order award (**Appendix B: Federal Debarment Certification Form**). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). If contractors and/or subcontractors do not complete the Federal Debarment Certification Form shall be disqualified from consideration. This form will be required to be submitted during annual renewals of the contract.

The contractor and subcontractor agrees to comply with all requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C 1352). A certification must be completed and submitted to the procurement officer prior to contract award (**Appendix C: Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions**). If Contractors do not complete the Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions shall be disqualified from consideration. This form will be required to be submitted during annual renewals of the contract.

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments:

- 1) Cost Proposal Form F;
- 2) Standard Agreement Form - Appendix A;
- 3) Federal Debarment Certification Form-Appendix B;
- 4) Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions-Appendix C;
- 5) Submittal Forms A-E.
- 6) Alaska Information Technology Application Security Plan for Major Applications - Template