

STATE OF ALASKA REQUEST FOR PROPOSALS



SPILL RESPONSE TECHNICAL SUPPORT AND PLANNING RFP 18-434-22

ISSUED 25 APRIL 2022

THE STATE OF ALASKA, OFFICE OF PROCUREMENT AND PROPERTY MANAGEMENT (OPPM), DEPARTMENT OF ENVIRONMENTAL CONSERVATION IS SOLICITING PROPOSALS FOR TERM CONTRACT FROM QUALIFIED CONTRACTORS TO PROVIDE TECHNICAL SUPPORT FOR RESPONSE AND PLANNING FOR SPILLS AND PREVENTION OF SPILLS OF OIL AND HAZARDOUS SUBSTANCE RELEASES

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

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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TABLE OF CONTENTS

SECTION 1.	INTRODUCTION & INSTRUCTIONS.....	3
SEC. 1.01	PURPOSE OF THE RFP	3
SEC. 1.02	BUDGET.....	4
SEC. 1.03	DEADLINE FOR RECEIPT OF PROPOSALS.....	4
SEC. 1.04	PRIOR EXPERIENCE	4
SEC. 1.05	REQUIRED REVIEW.....	5
SEC. 1.06	QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS.....	5
SEC. 1.07	RETURN INSTRUCTIONS	5
SEC. 1.08	ASSISTANCE TO OFFERORS WITH A DISABILITY	6
SEC. 1.09	AMENDMENTS TO PROPOSALS.....	6
SEC. 1.10	AMENDMENTS TO THE RFP	6
SEC. 1.11	RFP SCHEDULE	6
SEC. 1.12	PRE-PROPOSAL CONFERENCE	7
SEC. 1.13	ALTERNATE PROPOSALS	7
SEC. 1.14	NEWS RELEASES.....	7
SECTION 2.	BACKGROUND INFORMATION.....	8
SEC. 2.01	BACKGROUND INFORMATION.....	8
SECTION 3.	SCOPE OF WORK & CONTRACT INFORMATION.....	9
3.01	SCOPE OF WORK.....	9
SEC. 3.02	CONTRACT TYPE AND TERM	14
SEC. 3.03	DELIVERABLES	16
SEC. 3.04	PROPOSED PAYMENT PROCEDURES	16
SEC. 3.05	PROMPT PAYMENT FOR STATE PURCHASES	16
SEC. 3.06	CONTRACT PAYMENT	16
SEC. 3.07	MANDATORY REPORTING.....	17
SEC. 3.08	LOCATION OF WORK	17
SEC. 3.09	SUBCONTRACTORS	18
SEC. 3.10	JOINT VENTURES	18
SEC. 3.11	RIGHT TO INSPECT PLACE OF BUSINESS.....	18
SEC. 3.12	CONTRACT PERSONNEL	18
SEC. 3.13	INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES.....	18
SEC. 3.14	CONTRACT CHANGES - UNANTICIPATED AMENDMENTS	19
SEC. 3.15	NONDISCLOSURE AND CONFIDENTIALITY.....	19
SEC. 3.16	INDEMNIFICATION.....	20
SEC. 3.17	INSURANCE REQUIREMENTS	20
SEC. 3.18	TERMINATION FOR DEFAULT	21
SECTION 4.	PROPOSAL FORMAT AND CONTENT.....	22
SEC. 4.01	RFP SUBMITTAL FORMS.....	22
SEC. 4.02	SPECIAL FORMATTING REQUIREMENTS	22
SEC. 4.03	OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)	22
SEC. 4.04	EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)	23
SEC. 4.05	UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)	24
SEC. 4.06	METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D)	24
SEC. 4.07	MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)	24
SEC. 4.08	SUBCONTRACTORS (SUBMITTAL FORM F)	24
SEC. 4.09	COST PROPOSAL (SUBMITTAL FORM G)	24
SECTION 5.	EVALUATION CRITERIA AND CONTRACTOR SELECTION.....	25

SEC. 5.01	SUMMARY OF EVALUATION PROCESS	25
SEC. 5.02	EVALUATION CRITERIA	25
SEC. 5.03	SCORING METHOD AND CALCULATION	26
SEC. 5.04	EXPERIENCE AND QUALIFICATIONS	27
SEC. 5.05	UNDERSTANDING OF THE PROJECT	27
SEC. 5.06	METHODOLOGY USED FOR THE PROJECT	27
SEC. 5.07	MANAGEMENT PLAN FOR THE PROJECT	27
SEC. 5.08	SUBCONTRACTOR QUESTIONS:.....	28
SEC. 5.09	CONTRACT COST (COST PROPOSAL)	28
SEC. 5.10	APPLICATION OF PREFERENCES.....	29
SEC. 5.11	ALASKA BIDDER PREFERENCE	29
SEC. 5.12	ALASKA VETERAN PREFERENCE	30
SEC. 5.13	ALASKA OFFEROR PREFERENCE.....	30
SEC. 5.14	OFFEROR NOTIFICATION OF SELECTION	31
SECTION 6.	GENERAL PROCESS AND LEGAL INFORMATION.....	32
SEC. 6.01	INFORMAL DEBRIEFING	32
SEC. 6.02	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	32
SEC. 6.03	STANDARD CONTRACT PROVISIONS.....	33
SEC. 6.04	QUALIFIED OFFERORS	33
SEC. 6.05	PROPOSAL AS PART OF THE CONTRACT	33
SEC. 6.06	ADDITIONAL TERMS AND CONDITIONS.....	33
SEC. 6.07	HUMAN TRAFFICKING.....	33
SEC. 6.08	RIGHT OF REJECTION	34
SEC. 6.09	STATE NOT RESPONSIBLE FOR PREPARATION COSTS.....	34
SEC. 6.10	DISCLOSURE OF PROPOSAL CONTENTS.....	34
SEC. 6.11	ASSIGNMENT.....	34
SEC. 6.12	DISPUTES.....	35
SEC. 6.13	SEVERABILITY	35
SEC. 6.14	SUPPLEMENTAL TERMS AND CONDITIONS.....	35
SEC. 6.15	SOLICITATION ADVERTISING	35
SEC. 6.16	SITE INSPECTION	35
SEC. 6.17	CLARIFICATION OF OFFERS.....	35
SEC. 6.18	DISCUSSIONS WITH OFFERORS.....	35
SEC. 6.19	CONTRACT NEGOTIATION.....	36
SEC. 6.20	FAILURE TO NEGOTIATE	36
SEC. 6.21	FEDERALLY IMPOSED TARIFFS.....	36
SEC. 6.22	PROTEST	37
SECTION 7.	ATTACHMENTS.....	39
SEC. 7.01	ATTACHMENTS.....	39

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 Spill Prevention and Response; Prevention, Preparedness, and Response Program (PPR), is soliciting proposals for services related to technical support for response and planning for spills and prevention of spills of oil and hazardous substance releases. Hazardous substances

may include crude oil, products refined from crude oil, hazardous substances and materials, unknown and uncharacterized substances, contaminated debris, contaminated soil, and related waste materials. If called upon to fulfill contract requirements, technical support may encompass activities outlined in SEC. 3.01 such as incident command system tasks, government contingency planning, providing training and exercise activities, scientific data collection and evaluation, and various tasks that warrant organizing working groups and information. It is possible that the contract could be employed in, but not limited to, an emergency response scenario.

SEC. 1.02 BUDGET

Alaska Statute (AS) 46.08 established the Oil and Hazardous Substance Release Prevention and Response Fund (OHSRPRF). Services procured under the contract resulting from this RFP shall be in accordance with technical requirements within the Oil and Other Hazardous Substances Pollution Control regulations in the Alaska Administrative Code Title 18, Chapter 75 (18 AAC 75).

The OHSRPRF provides funding for payment of expenses incurred by the State for the protection of public health and the environment from releases or threatened releases of oil and hazardous substances. DEC may use funds from this account to assess, contain, clean up, monitor, investigate, evaluate, or dispose of releases or threatened releases of oil and hazardous substances that pose an imminent and substantial threat to the public health or the environment.

This Term Contract is an Indefinite Delivery Indefinite Quantity (IDIQ) contract. Therefore, the initial award of this term contract is a cost of zero. Upon need a Task Request For Proposal (TRP) will be solicited to all awarded incumbents. Then a selection and award made. For each requirement. The work awarded through TRP shall be Cost Plus Fixed Fee.

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 **3:00PM** prevailing Alaska Time on **23 MAY 2022**. 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:

- **Project Director:** This position requires a science degree in an environmental domain such as geology, biology, or similar environmental field of study. As well as 5 years of experience in environmental project management, performing work in Alaska substantially similar to applicable services identified in Section 5 Scope of Work
- **ICS Specialist:** This position requires sufficient training and 5 years of experience using or teaching the Incident Command System structure.
- **Engineer:** This position requires a baccalaureate in engineering from an accredited school, college, or university.
- **Senior Engineer:** This position requires a P.E. license in the State of Alaska, and 5 years of experience in planning, directing, and administering all aspects of environmental projects.

- **Risk Assessor:** This position requires 5 years of experience with development and use of risk assessment models, and the ability to provide review and comments on risk assessments performed by others.
- **Toxicologist:** This position requires a baccalaureate of science degree in toxicology, chemistry, statistics, or mathematics. As well as at least 5 years of experience in assessment of environmental contaminants based upon principles of toxicology.
- **Natural Resource Specialist:** This position requires a baccalaureate degree in environmental science, environmental engineering, soil science, natural resource management, or a related field of study. As well as at least 5 years of experience in environmental and natural resource work based in Alaska similar to applicable services identified in Section 5 Scope of Work. Must have proven ability to analyze environmental issues and problems, and sound knowledge of environmental issues unique to Alaska.
- **Response Planning Specialist:** This position requires at least 5 years of experience in emergency planning at the local, state, or federal level. The experience shall include having developed an approved standard operating procedure, or standard operating guidelines for response to a hazardous substance spill, and a good working knowledge of planning systems including the Incident Command System (ICS) and Homeland Security Exercise and Evaluation Program (HSEEP).
- **Sampling Technician:** This position requires at least 1 year of experience using various environmental sampling methodologies and technologies.

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

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

PROCUREMENT OFFICER: **TRAVIS OAKS**

PHONE **907-632-2519**

EMAIL: **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.

The state is not responsible for unreadable, corrupt, or missing attachments. The state is not responsible for unreadable, corrupt, or missing attachments. It is the offeror's responsibility to contact the issuing agency via email to decidasprocurement@alaska.gov to confirm the proposal has been received.

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	1:00 p.m.	25 April 2022
Pre-Proposal Conference	1:00 p.m.	05 May 2022
Deadline for Receipt of Proposals / Proposal Due Date	3:00 p.m.	23 May 2022
Proposal Evaluations Complete	Week of	23 May 2022
Notice of Intent to Award	Week of	31 May 2022
Contract Issued	Approximate	14 June 2022

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 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at **1:00 p.m.**, Alaska Time, on **05 MAY 2022** via TEAMS conference online. Register by contacting DECDAProcurement@alaska.gov to receive the link address and attend. Registration will be allowed until one hour prior. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to all prospective offerors as soon as possible after the meeting.

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

SEC. 1.13 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. 1.14 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The Department is the State agency responsible for prevention and abatement of water, land, and air pollution, and is charged with administering the Oil and Hazardous Substance Release Prevention and Response Fund (OHSRPRF). Since the Department may not have sufficient resources to accomplish these tasks in certain situations, it is essential to develop outside resources from both the public and private sector. In 1993 the Department first solicited Term Contractor proposals for technical support and planning related to emergency response to spills of crude oil and products refined from crude oil. Term contracts allow DEC to rapidly access the services of contractors with particular specialties in oil spill response in the event of a release or threatened release, enabling a more rapid response in the event of an emergency or emergent event.

The OHSRPRF provides funding for payment of expenses incurred by the State for the protection of public health and the environment from releases or threatened releases of oil and hazardous substances. DEC may use funds from this account to assess, contain, clean up, monitor, investigate, evaluate, or dispose of releases or threatened releases of oil and hazardous substances that pose an imminent and substantial threat to the public health or the environment. The Department is required to seek recovery of costs from the responsible party or parties for all fund expenditures.

SECTION 3. STATEMENT OF WORK & CONTRACT INFORMATION

3.01 SCOPE OF WORK

The Department of Environmental Conservation, Division of Spill Prevention and Response Prevention Preparedness and Response Program (PPR) is soliciting proposals from qualified Offerors to provide professional services including technical assistance and planning for response and emergency response activities related to oil spills and hazardous substance releases in Alaska. Substances may include crude oil, products refined from crude oil, hazardous substances and materials, unknown and uncharacterized substances, contaminated debris, contaminated soil, and related waste materials.

The Contractor shall manage and perform all aspects of awarded projects to provide these services here in and within project solicitations for the entire duration of the contract resulting from this RFP, to include optional renewals. Any conflicting technical requirements will be resolved only in negotiation with the Procurement Officer.

The subsections within the Statement of Work include descriptions of typical project services and tasks to be performed or provided. These descriptions are not all inclusive of every step or task that may be required to provide response to an environmental hazard or emergency. This approach is necessary given the difficulty to capture the nature of such events at any given point in time in any geographical area within Alaska. As such, the frequency of deployment of required services during the contract term is unpredictable.

Each project solicitation will include a statement of work detailing the services required for the particular project. In the Offeror's proposal a description of experience and capability to perform each element of the scope of work shall be included in accordance with the requirements herein. Qualifications required to demonstrate abilities to perform services in the following eleven fields are described in SEC. 1.04 Prior Experience.

The Department retains the right to issue NTPs to Contractors to test their readiness to respond; and may include tabletop and deployment drill exercise, equipment and technology tests, training, and demonstration projects. This type of work compels incumbent contractors to be mission ready and able to deploy response activities effectively in a short period of time in emergency situations.

3.01.01 (ME) INCIDENT COMMAND SYSTEM

The State of Alaska utilizes the Incident Command System (ICS) for emergency response to spills of oil, hazardous substances, and products refined from crude oil. Contractors may be required to staff specific ICS positions, provide Incident Management Teams (IMT) ICS specialists, and perform any of the functions or activities inherent to operation of the ICS. A Contractor's management system will be structured so as to function effectively within the ICS structure. Contractors performing ICS duties must have ICS training.

The Alaska Incident Management System (AIMS) Guide for Oil and Hazardous Substance Response is the primary document used by DEC for managing incidents using the ICS principles. This document, and other related materials, can be accessed on the Department's public website www.dec.alaska.gov.

ICS tasks to be performed include, without limitation:

- a. Perform Safety Officer duties
- b. Provide general responsible party oversight
- c. Augment the State's Incident Management Team
- d. Perform community relations tasks

Offerors shall describe in its proposal experience with and deployment of Incident Command System activities. Include a description of actual ICS involvement, and participation or enactment of exercises. Describe company policies, ICS positions, staff training and experience, experience with drafting and implementing Continuity of Operations (COOP) plans, and knowledge of National Incident Management System (NIMS) protocols. Describe your approach with the DEC and various other entities within the private and public sector to work together to manage incidents involving environmental hazards and threats of all sizes, types, and locations within Alaska.

3.01.02 (ME) SPILL PREPAREDNESS, PLANNING AND SUPPORT

Contractors will be required to plan, coordinate, schedule, and evaluate oil and hazardous substance spill exercises in order to test the Department, and its response readiness.

Spill preparedness, planning, and support tasks to be performed include, without limitation:

- a. Produce response Incident Action Plans, Area Contingency Plans, and other response planning documents
- b. Produce reports, studies, plans, recommendations, or assessments as part of a scope of work issued in a Project solicitation
- c. Provide computer hardware and software support
- d. Facilitate meetings as directed by the Project scope of work
- e. Update Project and other websites in support of spill planning and response procedures and activities
- f. Design and execute focused or full-scale exercises for Department training and response readiness

Offerors shall describe in its proposal how this subsection will be accomplished. Include a description of experience providing spill preparedness, planning, and support services.

3.01.03 (ME) RISK ASSESSMENT

Contractors will be required to perform risk assessments. Risk assessment tasks to be performed include, without limitation:

- a. Conduct or support risk assessments for oil and hazardous substance fixed facilities or transport-related facilities. These assessments shall provide the Department with mission critical information.
- b. Conduct human health and ecological risk assessments following threatened or actual oil and hazardous substance releases to the environment.
- c. Follow federal and state risk assessment guidelines and requirements, including the DEC Risk Assessment Procedures Manual.
- d. Develop a conceptual site model, submit a risk assessment work plan, and assess risk to current and future receptors at or near the Project site.

- e. Tabulate information on resources at risk, including human health, subsistence, recreation, and commercial uses.

Offerors shall describe in its proposal how this subsection will be accomplished. Include a description of experience using and conducting various types of risk assessments, and knowledge of risk assessment guidelines and practices. Include experience developing models, writing work plans, gathering and evaluating risk assessment information, and reporting information in a manner that supports sound decision making by stakeholders.

3.01.04 (ME) TRAINING AND EXERCISES

Contractors will be required to perform training and drill exercise activities. Training and exercises to be performed include, without limitation:

- a. Provide response, prevention and safety training as directed by the Department. The training may include but not be limited to operation or evaluation of response equipment, chemical specific training (i.e. ammonia/chlorine), event specific training (i.e. hazmat), inspection training (i.e. modified API training courses) and safety training (i.e. Hazwoper, confined space, monitoring equipment).
- b. Conduct or participate in exercises as directed by the Department. Exercises may be focused on one or more phases of a spill response including the emergency, containment and cleanup, and recovery phases. Exercises may also range from notification drills, tabletop exercises, and full-scale exercises involving activation of the Incident Management Team and field deployments.

Offerors shall describe in its proposal how this subsection will be accomplished. Include a description of experience planning, deploying, and participating in various types of emergency and spill response training and drill exercises. Describe the scale of the drills, entities involved, location, and type. Describe skill and experience in response and safety training, be sure to address each item noted within bullet (a) and (b) above.

3.01.05 (ME) GEOGRAPHIC RESPONSE STRATEGY DEVELOPMENT

Contractors will be required to support development of geographic response strategies. Geographic Response Strategy (GRS) development to be performed includes, without limitation:

- a. Convene and facilitate work groups tasked with developing GRS documents to protect priority sensitive areas of the State from an oil or hazardous substance spill.
- b. Update existing GRS documents and information based on feedback from actual field deployments and on-site observations.
- c. Prepare files and maintain and update websites as necessary to reflect the latest changes to existing GRS documents and information.

Offerors shall describe in its proposal how this subsection will be accomplished. Include a description of experience working with GRS documents and content and convening and facilitating work groups.

3.01.06 (ME) SCIENTIFIC SUPPORT FOR SPILLS

Contractors will be required to provide scientific support and services related to actual and potential spills and substance releases to include, without limitation, data analysis, sampling, and development of fate and effect information.

Scientific support services to be performed include, without limitation:

Data Analysis

- a. Analyze oil and hazardous substance mass balance calculations; calculate volume of tanks, containers, and compartments; and determine the amount spilled and/or recovered.
- b. Analyze data for samples collected for various sampling tasks and produce draft and final reports as directed by the Department.

Sampling

- a. Design and conduct sampling for scientific purposes for oil and hazardous substance characterization, fingerprinting, fate and effects, and evaluate impacts to air, water, soil, sediment, wetlands, subsistence/human use resources, and vegetation resources.
- b. Create sampling plans that include quality assurance/quality control sections to ensure sampling is legally defensible to support the State's legal actions.
- c. Ensure the State's resources at risk are properly identified, evaluated, and prioritized.

Fate and Effects

- a. Track and document actual and potential oil spills and hazardous substance releases in Alaska on land, water, and in air.
- b. Perform computer spill and impact modeling, GIS mapping, and data management.
- c. Conduct aerial mapping and photography of the spill source, impacted area, resources, and response equipment.
- d. Perform shoreline cleanup assessment technique (SCAT) duties and document impacts to State resources.

Offerors shall describe in its proposal how this subsection will be accomplished. Include a description of experience and skill providing and performing scientific support services that include data analysis, sampling, reporting, and fate and effect activities.

Be sure to address each item noted within each of the 9 bullets above.

3.01.07 (ME) NATURAL RESOURCE DAMAGE ASSESSMENT

Contractors will be required to conduct assessments of natural resource damage occurring from actual or potential spills and substance releases. Assessments of natural resource damage to be performed include, without limitation:

- a. Determination of the nature, degree, and extent of injuries to State natural resources, cultural or human use areas, and economic services impacted by an oil spill or hazardous substance release.
- b. Perform fisheries, aquatic sciences, and wildlife studies.
- c. Perform hydrological, geological, and ecological investigations.
- d. Perform biological assessments.
- e. Conduct fisheries and subsistence sampling.
- f. Conduct air monitoring, sample collection, and field-screening of samples.

Offerors shall describe in its proposal how this subsection will be accomplished. Include a description of experience and skill providing and performing natural resource damage assessments, scientific studies, and investigations. Describe sampling methodologies and investigative techniques used.

3.01.08 (ME) TECHNICAL ASSISTANCE

Contractors will be required to provide technical assistance to the State. Technical assistance will be provided during actual spill response events, and at other times as specified by the Department. Technical assistance will include, without limitation, conducting research, data and information analysis, providing recommendations and consultation, and support activities in any of the following areas:

- a. Work group and meeting facilitation
- b. Developing and publishing white papers
- c. Performing statistical analysis
- d. Performing tank gauging and volume estimation
- e. Conducting and providing team support for investigations
- f. Providing Special Monitoring of Applied Response Technology (SMART) protocol support

Offerors shall describe in its proposal how this subsection will be accomplished. Include a description of experience and skill providing and performing technical assistance and related support activities. Describe other entities, private and public sector, for which technical assistance was provided by the Offeror, to include the nature and duration of the services.

3.01.09 DOCUMENT AND WEB PUBLICATION

Contractors will be required to develop various types of documents in the performance of the services and tasks noted within this RFP. Contractors will also be required to develop and maintain websites to provide Project information for DEC.

Document and web publication activities to be performed include, without limitation:

- a. Develop documents for awarded Projects as directed by the DEC Contract Manager and the scope of work.
- b. Develop, update, and maintain websites, either as part of or in addition to the DEC public website, to be used for Project information, management, and on-going spill preparedness enhancements.

3.01.010 POTENTIAL PLACES OF REFUGE DEVELOPMENT

Contractors will be required to identify potential places of refuge within Alaska. Potential places of refuge development activities to be performed include, without limitation:

- a. Convene and facilitate work groups tasked with developing potential places of refuge locations throughout the State where vessels in distress may seek shelter for repairs, and/or to reduce the risk of an oil spill.
- b. Prepare a report identifying location of the potential places of refuge, and what types of repair and servicing facilities and services are accessible
- c. Prepare files and maintain and update websites as necessary to reflect the latest changes to existing documents and information.

3.01.011 EMERGENCY TOWING SYSTEM SUPPORT

The State of Alaska Department of Environmental Conservation, Division of Spill Prevention and Response maintains nine Emergency Towing Systems (ETS) located in Anchorage, Nome, Sitka, Ketchikan, Cold Bay, Adak, Kodiak and two in Unalaska. These systems are deployed to rescue vessels in distress and tow them to a place of refuge in order to avoid and mitigate the risk of a catastrophic spill. Contractors are not required to operate or provide additional Emergency Towing Systems but will be required to collaborate and further the development of the Emergency Towing System operational concept in Alaska. Development of the ETS concept activities to be performed include, without limitation:

- a. Convene and facilitate work groups tasked with further developing the ETS concept of operation for the State.
- b. Prepare files, and maintain and update websites as necessary to reflect the latest changes to the State ETS system and procedures manual.

SEC. 3.02 CONTRACT TYPE AND TERM

This Term Contract is an Indefinite Delivery Indefinite Quantity (IDIQ) contract. Therefore, the initial award of this term contract is a cost of zero. Upon need, a Task Request For Proposal (TRFP) will be sent to all awarded incumbents. Then selection and award made for each specific project. All work awarded for each TRFP shall be Cost Plus Fixed Fee.

The term for the contracts awarded under this RFP will an initial four-year period of performance with (2)-two-year optional renewals for an additional four years maximum. Renewals will be exercised solely at the discretion of the State. The Department of Environmental Conservation (DEC) will be request as needed technical support in the response or planning to an emergency or oil spill. Support to exercise functions of this contract or other response plans may occur. The Department makes no guarantee to the amount of the work available for technical assistance and planning for response and emergency response activities related to oil spills and hazardous substance releases in Alaska during the initial period of the contract and any subsequent renewals.

Unless otherwise provided in this RFP, the State and the successful offerors/contractors 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.

Individual Projects

The Department will issue specific requests for projects with a Task Request For Proposal (TRFP). The TRFP shall be sent to all incumbent contractors awarded under this RFP. The TRFP shall include a Statement of Work (SOW) describing the background on the project and will establish the objectives, tasks, deliverables, response format and schedule. The contractor must respond with a cost proposal and narrative which outlines the technical approach to completing the project and meeting the objectives of the task description. Also provide a list of individuals and list of subcontractors who shall be working on the specific projects.

Proposals

Upon receipt of a TRFP incumbent contractors shall respond with Proposals within 3 days of receipt for real world events. The shorter proposal period is required to provide timely support in an emergency. The Department reserves the right to shorten this period (as needed) in response to events. TRFPs for real-world events will be marked on the cover page REAL WORLD EVENT and the corresponding proposal response deadline clearly posted.

Proposals for all other TRFP's issued for non-real events such support for as a planned exercise shall be due no sooner than 10 business days upon receipt of the TRFP. The Department reserves the right to extend the solicitation period if a qualified need exists.

Incumbents shall disclose any potential conflict of interest or issue with the potential to be perceived as a conflict of interest immediately to the Procurement Officer. Such disclosures may, but do not necessarily disbar a contractor from the work. Such situations may require a plan from the contractor how the issue will be addressed to proceed. Such plans will be approved at the discretion of the Department.

Proposals to a TRFP shall be evaluated for award under two (2) selection criteria.

(1) Proposals for technical support to real-world spill response being an exigent circumstance to public safety, commerce and the environment shall be evaluated and awarded for best needs of the Department. This shall consist of the following:

- (1) Best Technical Approach;
- (2) Cost/Tradeoff; and
- (3) Geographic Preference to the Location of the project [if applicable].

(2) Proposals for exercises or other activities not in support of a real-world events shall be evaluated and awarded to the lowest cost proposal received.

Notice to Proceed

Upon award a Notice to Proceed (NTP) shall be issued to the selected contractor. A NTP is a contract document used to award and provide formal direction to begin the work.

Protest

AS 36.30.560 provides that an interested party may protest the content of this RFP and is described in section 6.22 PROTEST.

Incumbents will follow the following procedures to communicate concerns over award of TFRPs under this Term Contract.

(1) For concerns regarding any TFRP issued for real-world support to spill response; incumbents shall contact the Procurement Officer immediately. Being an exigent circumstance to public safety, commerce and the environment the Procurement Officer will document the concern, evaluate the issue, and make a timely decision reading the issue. Any decision will be documented and communicated to all incumbents.

(2) Award of TFRPs for exercises or other activities not in support of a real-world events shall follow a 3-day protest period.

SEC. 3.03 DELIVERABLES

The contractor will be required to provide the following deliverables:

Project needs will dictate the number and types of deliverables to be provided; and could include numerous copies in various formats, bound or unbound hard copies, and electronic documents transmitted via e-mail, file transfer, hard drive, CD, or DVD.

Examples of deliverables include, without limitation:

- Draft and final project work plans and schedules
- Draft and final project reports
- Interim project reports
- Published documents and web pages

In addition to the above DEC may require the submission of original field books, chain of custody records, photographs, videotapes, other items or documentation, samples, and other items of recovered physical evidence.

SEC. 3.04 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. 3.05 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. 3.06 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. 3.07 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. 3.08 LOCATION OF WORK

The project needs will dictate the location(s) the work is to be performed, completed and managed. Many technical support projects can likely be completed at any location. Tasks to specifically and directly support response to oil or hazmat releases may require the contractor to collocated with the Incident Command Post. The Incident Command Post could be located anywhere in Alaska but is likely to be in larger hub communities.

The state will not provide workspace for the contractor unless they are requested to collocated at the Incident Command Post. Unless otherwise requested in the project description the contractor must provide its own workspace.

The contractor should be prepared to provide a price proposal for individual projects issued by the Department under the Contract. The price proposal for the project us dependent on the scope of work and should include transportation, lodging, and per diem costs sufficient to pay for qualified personnel to make the appropriate number of trips to the project location to meet project deliverables.

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

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

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

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

SEC. 3.09 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 identified in Section 4.02 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 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. 3.10 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.11 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. 3.12 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. 3.13 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 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. 3.14 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

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

SEC. 3.15 NONDISCLOSURE AND CONFIDENTIALITY

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:

Documentation and work products associated with conducting and providing team support for investigations.

Documentation, samples, and other items of recovered physical evidence.

Deliberative and draft work products.

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

reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

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

SEC. 3.16 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. 3.17 INSURANCE REQUIREMENTS

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

Certificates of Insurance must be furnished to the 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 \$300,000 combined single limit per claim.

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

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

SEC. 3.18 TERMINATION FOR DEFAULT

If the project director 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	5
Submittal Form E – Management Plan for the Project	YES	5
Submittal Form F – Subcontractors	NO	5
Submittal Form G – Cost Proposal	NO	5

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.

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. Proposed costs must 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 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria		Weight
Experience and Qualifications	(Submittal Form B)	150
Understanding of the Project	(Submittal Form C)	100
Methodology Used for the Project	(Submittal Form D)	100
Management Plan for the Project	(Submittal Form E)	100
Subcontractors	(Submittal Form F)	50
Total		500

Cost Criteria	Weight
Cost Proposal	(Submittal Form F) 400

Total	400
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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:

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

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS

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

1) Questions regarding the personnel:

- a) Do the individuals assigned to the contract have experience on similar projects?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the tasks this contract requires?
- c) How extensive is the applicable education and experience of the personnel designated to work on the contract?

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

- a) How well has the firm demonstrated experience in completing similar tasks on time and within budget?
- b) Has the firm provided letters of reference from previous clients?

SEC. 5.05 UNDERSTANDING OF THE CONTRACT

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 contract?
- 2) How well has the offeror identified pertinent issues and potential problems related to the contract?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

SEC. 5.06 METHODOLOGY USED FOR THE CONTRACT

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

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

SEC. 5.07 MANAGEMENT PLAN FOR THE CONTRACT

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 contract 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 contracted 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 SUBCONTRACTOR QUESTIONS:

- 1) Are the specific tasks that would be completed by a subcontractor clearly described?
- 2) Do the individuals assigned to the contract have experience on similar projects?
- 3) Are contractor resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the tasks assigned to them under this contract?

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

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 will 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.

If the contract negotiations take place in Anchorage, Alaska, the offeror will be responsible for their travel and per diem expenses.

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."

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments:

- 1) Submittal Form G – Cost Proposal
- 2) Standard Agreement Form - Appendix A