

STATE OF ALASKA REQUEST FOR PROPOSALS



AIR NON-POINT & MOBILE SOURCES PROGRAM SUPPORT RFP 18-518-23

ISSUED: APRIL 10, 2023

The State of Alaska, Office of Procurement and Property Management, on behalf of the Department of Environmental Conservation, Division of Air Quality, is soliciting proposals for a Contractor to assist in developing and maintaining State Implementation Plans (SIP) and control plans. This contract will provide technical assistance in developing and analyzing emission factors, inventories, modeling, and control measure development/analysis/implementation, and general support and training on nonattainment, maintenance, transportation, and fuel issues. Tasks include conducting statistical analyses, preparing technical reports, and other technical work related to implementing National Ambient Air Quality Standards and regional haze requirements in Alaska.

ISSUED BY:

OFFICE OF PROCUREMENT AND PROPERTY
MANAGEMENT
DEPARTMENT OF ENVIRONMENTAL
CONSERVATION
DIVISION OF AIR QUALITY

PRIMARY CONTACT:

GUILLERMO CASTILLO
PROCUREMENT OFFICER
DECDASPROCUREMENT@ALASKA.GOV

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S ONLINE PUBLIC NOTICE WEBSITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

TABLE OF CONTENTS

SECTION 1.	INTRODUCTION & INSTRUCTIONS.....	3
SEC. 1.01	PURPOSE OF THE RFP	3
SEC. 1.02	BUDGET.....	3
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 BEFORE DEADLINE FOR RECEIPT OF PROPOSALS	5
SEC. 1.07	RETURN INSTRUCTIONS.....	5
SEC. 1.08	ASSISTANCE TO OFFERORS WITH A DISABILITY	5
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	6
SEC. 1.13	ALTERNATE PROPOSALS	6
SEC. 1.14	NEWS RELEASES	6
SECTION 2.	BACKGROUND INFORMATION.....	ERROR! BOOKMARK NOT DEFINED.
SEC. 2.01	BACKGROUND INFORMATION	6
SECTION 3.	SCOPE OF WORK & CONTRACT INFORMATION.....	8
SEC. 3.01	SCOPE OF WORK.....	8
SEC. 3.02	CONTRACT TERM AND WORK SCHEDULE	8
SEC. 3.03	DELIVERABLES	9
SEC. 3.04	CONTRACT TYPE	11
SEC. 3.05	PROPOSED PAYMENT PROCEDURES	11
SEC. 3.06	PROMPT PAYMENT FOR STATE PURCHASES	11
SEC. 3.07	CONTRACT PAYMENT.....	11
SEC. 3.08	CONTRACT PRICE ADJUSTMENTS	12
SEC. 3.09	MANDATORY REPORTING	12
SEC. 3.10	LOCATION OF WORK.....	12
SEC. 3.11	THIRD-PARTY SERVICE PROVIDERS.....	12
SEC. 3.12	SUBCONTRACTORS.....	13
SEC. 3.13	JOINT VENTURES.....	13
SEC. 3.14	RIGHT TO INSPECT PLACE OF BUSINESS	13
SEC. 3.15	F.O.B. POINT.....	13
SEC. 3.16	CONTRACT PERSONNEL.....	13
SEC. 3.17	INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	13
SEC. 3.18	LIQUIDATED DAMAGES.....	13
SEC. 3.19	CONTRACT CHANGES - UNANTICIPATED AMENDMENTS	14
SEC. 3.20	NONDISCLOSURE AND CONFIDENTIALITY.....	14
SEC. 3.21	INDEMNIFICATION	14
SEC. 3.22	INSURANCE REQUIREMENTS	15
SEC. 3.23	TERMINATION FOR DEFAULT.....	15
SECTION 4.	PROPOSAL FORMAT AND CONTENT.....	16
SEC. 4.01	RFP SUBMITTAL FORMS	16
SEC. 4.02	SPECIAL FORMATTING REQUIREMENTS	16
SEC. 4.03	OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)	16
SEC. 4.04	EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)	17
SEC. 4.05	UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C).....	17
SEC. 4.06	METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D)	17
SEC. 4.07	MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)	17
SEC. 4.08	SUBCONTRACTORS (SUBMITTAL FORM F)	ERROR! BOOKMARK NOT DEFINED.
SEC. 4.09	COST PROPOSAL (SUBMITTAL FORM G)	18
SEC. 4.10	BID BOND – PERFORMANCE BOND - SURETY DEPOSIT.....	ERROR! BOOKMARK NOT DEFINED.
SECTION 5.	EVALUATION CRITERIA AND CONTRACTOR SELECTION.....	19
SEC. 5.01	SUMMARY OF EVALUATION PROCESS.....	19
SEC. 5.02	EVALUATION CRITERIA	19

SEC. 5.03	SCORING METHOD AND CALCULATION	20
SEC. 5.04	EXPERIENCE AND QUALIFICATIONS.....	20
SEC. 5.05	UNDERSTANDING OF THE PROJECT.....	21
SEC. 5.06	METHODOLOGY USED FOR THE PROJECT	21
SEC. 5.07	MANAGEMENT PLAN FOR THE PROJECT	21
SEC. 5.08	CONTRACT COST (COST PROPOSAL)	22
SEC. 5.09	APPLICATION OF PREFERENCES	22
SEC. 5.10	ALASKA BIDDER PREFERENCE	23
SEC. 5.11	ALASKA VETERAN PREFERENCE	23
SEC. 5.12	ALASKA OFFEROR PREFERENCE	24
SEC. 5.13	OFFEROR NOTIFICATION OF SELECTION.....	24
SECTION 6.	GENERAL PROCESS AND LEGAL INFORMATION.....	25
SEC. 6.01	INFORMAL DEBRIEFING	25
SEC. 6.02	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	25
SEC. 6.03	STANDARD CONTRACT PROVISIONS.....	25
SEC. 6.04	QUALIFIED OFFERORS	26
SEC. 6.05	PROPOSAL AS PART OF THE CONTRACT	26
SEC. 6.06	ADDITIONAL TERMS AND CONDITIONS.....	26
SEC. 6.07	HUMAN TRAFFICKING.....	26
SEC. 6.08	RIGHT OF REJECTION.....	26
SEC. 6.09	STATE NOT RESPONSIBLE FOR PREPARATION COSTS	27
SEC. 6.10	DISCLOSURE OF PROPOSAL CONTENTS	27
SEC. 6.11	ASSIGNMENT	27
SEC. 6.12	DISPUTES	27
SEC. 6.13	SEVERABILITY.....	27
SEC. 6.14	SUPPLEMENTAL TERMS AND CONDITIONS.....	27
SEC. 6.15	SOLICITATION ADVERTISING	28
SEC. 6.16	SITE INSPECTION	28
SEC. 6.17	CLARIFICATION OF OFFERS	28
SEC. 6.18	DISCUSSIONS WITH OFFERORS	28
SEC. 6.19	CONTRACT NEGOTIATION.....	28
SEC. 6.20	FAILURE TO NEGOTIATE.....	28
SEC. 6.21	FEDERALLY IMPOSED TARIFFS	29
SEC. 6.22	PROTEST	29
SECTION 7.	ATTACHMENTS	31
SEC. 7.01	ATTACHMENTS.....	31

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The State of Alaska, Office of Procurement and Property Management (OPPM), on behalf of the Department of Environmental Conservation (DEC), Division of Air Quality (AQ), is soliciting proposals for a Contractor to assist in the development and maintenance of State Implementation Plans (SIP) and control plans.

SEC. 1.02 BUDGET

The Department of Environmental Conservation, Division of Air Quality, estimates a budget of between \$200,000 and \$300,000 for the first year and not exceeding \$3,000,000 for project completion. Proposals priced at more than \$300,000 for the first year will be considered non-responsive. Proposals priced at more than \$3,000,000, including any and all renewals, will be considered non-responsive.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals are received no later than 1:00 PM prevailing Alaska Time on May 10, 2023. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

For offers to be considered responsive, offerors must meet these minimum prior experience requirements:

- 1) Offerors must have three a minimum of three years of experience in preparing stationary source emission inventories, including:
 - a) Experience running emission, dispersion, photochemical grid, and/or statistical model – specific experience using Meteorology-Chemistry Interface Processor (MCIP), Sparse Matrix Operator Kernel Emissions (SMOKE), and Community Multiscale Air Quality (CMAQ) models are required;
 - b) Experience running dispersion models for stationary sources; and,
 - c) Experience developing various SIP documents.
- 2) Offerors must have three a minimum of two years of experience with the Environmental Protection Agency’s (EPA) Motor Vehicle Emission Simulator (MOVES) model. DEC prefers that appointed personnel possess one or both of the following specializations:
 - a) Experience using the model for cold weather climates is preferred; and,
 - b) Experience with SMOKE/MOVES is also desired.
- 3) Offerors must have a minimum of three years of experience in Evaluating Vehicle Control Strategies, including:
 - a) Experience evaluating and analyzing automotive emission control systems, including emissions benefit and cost-benefit analyses.
- 4) Offerors must have a minimum of three years of experience in Strategic Planning and Negotiation, including:
 - a) Experience providing technical support in negotiations on behalf of a state or local agency when dealing with federal agencies or actions.
- 5) Offerors must have a minimum of three years of experience in Transportation Planning, including:
 - a) Evaluating the use of alternative fuels as a control strategy for air pollution.
 - b) Evaluating motor vehicle emission Inspection & Maintenance (I/M) programs. Any experience conducting performance testing of IM analyzers should be included.
 - c) Transportation and general conformity. Types of experience that would meet experience requirements are:
 - i) Developing transportation conformity analysis;
 - ii) Reviewing transportation conformity determinations;
 - iii) Developing or reviewing applicability analysis for general conformity;
 - iv) Developing or reviewing general conformity determinations; and,
 - v) Developing transportation conformity emission budgets and general conformity issues.
- 6) Offerors must have a minimum of one year of experience in Transportation Planning, including:
 - a) Experience related to ultra-low sulfur fuel issues (diesel and gasoline), such as assisting in reviewing fuel test results, calculating emissions from diesel and gasoline, reviewing federal regulations of ultra-low sulfur fuels, and developing responses or guidance in their implementation or policy development.

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 the offeror's proposals upon which an award could not be made.

SEC. 1.06 QUESTIONS BEFORE DEADLINE FOR RECEIPT OF PROPOSALS

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

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

PROCUREMENT OFFICER: **GUILLERMO CASTILLO**

EMAIL: **DECDA\$PROCUREMENT@ALASKA.GOV**

SEC. 1.07 RETURN INSTRUCTIONS

Do not hand deliver, use U.S. mail, or any delivery service to return your technical and cost proposals.

Oral proposals or faxed proposals are not acceptable. Please send proposal package(s) via email. The technical proposal and cost proposal must be saved as separate PDF documents and emailed to **DECDA\$PROCUREMENT@ALASKA.GOV** as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – 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 the state can receive 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. Similar to 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 offeror is responsible for contacting the issuing agency via email at **DECDA\$PROCUREMENT@ALASKA.GOV** to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days before 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 before the deadline for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request per 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 will be established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 1.11 RFP SCHEDULE

The 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	April 10, 2023	
Inquiries / Questions Due Date	April 24, 2023	1:00 PM
Proposal Due Date	May 10, 2023	1:00 PM
Proposal Evaluations Complete	Approximately the week of May 15, 2023	
Notice of Intent to Award (NOIA) Issued	Approximately the week of May 22, 2023	
Contract Issued	Approximately the week of May 29, 2023	

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 before the contract start date set by the state.

SEC. 1.12 PRE-PROPOSAL CONFERENCE

This section is not applicable as a pre-proposal conference will **NOT** be held.

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 the prior approval of the project director.

SEC. 1.15 BACKGROUND INFORMATION

The Department of Environmental Conservation, Division of Air Quality's Air Non-Point & Mobile Sources (ANPMS) program must maintain Alaska's State Implementation Plan (SIP). The program must meet all federal requirements pertaining to the plan and the national ambient air quality standards in order to maintain primacy for the Clean Air Act in Alaska.

Within the SIP are various chapters dedicated to specific areas or issues within the State. This includes the Anchorage and Fairbanks carbon monoxide plans, the Eagle River and Juneau coarse particulate matter (PM10) plans, as well as the Fairbanks fine particulate matter (PM2.5) plans (Moderate & Serious). The SIP also contains the Regional Haze plan. Periodic updates and maintenance of the main SIP and its various chapter control plans often require technical assistance from contractors because the State does not have the expertise or capacity to meet all the federal requirements related to these plans.

In addition to these known control plans, the ANPMS group is also working to prevent additional nonattainment areas, such as the Butte area in the Matanuska-Susitna Valley, which has been close to exceeding the air quality standards for PM2.5. EPA reviews all the criteria pollutants standards roughly every five years. Contractual assistance is often needed to identify possible impacts using modeling. For example, if EPA proposed lowering an air quality standard, DEC may need a contractor to analyze the impact on Alaska communities.

Three areas of special interest and uniqueness to Alaska's SIP development and maintenance will be required to support this contract.

- 1) Fairbanks North Star Borough (FNSB) Serious nonattainment area *Community Multiscale Air Quality (CMAQ)* Model support. ANPMS is currently working to develop an update to its CMAQ model using EPA's 5.3.2 version. DEC has set up the CMAQ model to run on a virtual Linux framework with 16 multiple processors. The model will support a 39-layer WRF input for a 74-day episode. Model performance is currently being conducted along with sensitivity runs. It is expected that the successful contractor will have a mirror modeling set up with the same compilers, model version, and speed (or faster) to assist with model runs and troubleshoot problems that mirrored systems provides.
- 2) FNSB Serious nonattainment area emission inventory. The emission inventory on which the PM2.5 Moderate and Serious SIPs are built is custom designed. Interested contractors are encouraged to read the emission inventory development documentation in the Moderate and Serious SIPs. The emissions inventory for space heating is based on the day and hour-specific temperature-dependent emissions. Documentation for the Moderate and Serious SIPs may be found here: <https://dec.alaska.gov/air/anpms/communities/fbks-pm2-5-nonattainment-air-quality-plan/>
- 3) Regional Haze. DEC recently adopted and submitted to EPA a second implementation period regional haze SIP. While the state SIP is complete, DEC expects that EPA will have questions that need clarifications or a supplemental SIP to be submitted before the plan may be approved. A review of the public notice version of the Regional Haze SIP is recommended. Analysis of volcanic/natural emissions, the visibility protection area, and support in possible CMAQ modeling of Alaska may be desired in the future to further characterize impacts of international transport or other Alaskan sources concerning visibility impairment at Class I areas. The public notice version and supporting information may be found here: <https://dec.alaska.gov/air/anpms/regional-haze-public-notice-draft/>

SECTION 2. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 2.01 SCOPE OF WORK

The State of Alaska, Office of Procurement and Property Management (OPPM), on behalf of the Department of Environmental Conservation (DEC), Division of Air Quality (AQ), is soliciting proposals for a Contractor to assist with State Implementation Plans (SIP) development and technical support services.

The selected Contractor shall provide technical assistance in the development, analysis, and research issues impacting ongoing State Implementation Plans, use of emission factors, inventories development and support, statistical analysis and modeling, regional haze, and control measure development/analysis/implementation (including best available control technology and best available control measures); and will provide general support and training on nonattainment, maintenance, transportation, home heating, and fuel issues. The contractor shall act as a liaison for DEC with federal agencies such as EPA, FHWA, FAA, Corps of Engineers, other State Departments, local communities, and the general public to disseminate complex ideas as simple messages and to act as technical advocates for DEC. Currently, many deliverables' timelines and deadlines rely on the Environmental Protection Agency's schedule.

The Contractor shall manage the State Implementation Plan (SIP) development and technical support for the contract term and optional renewals. The Contractor shall perform all management tasks associated with the performance of the contract resulting from this RFP.

Tasks include conducting statistical analyses, preparing technical reports, and other technical work implementing National Ambient Air Quality Standards in Alaska (NAAQS) and regional haze requirements. The initial focus of the first year of the contract awarded from this RFP will be on technical support and response to EPA on several SIPs and assistance in responding to inquiries from EPA and preparing comments on federal proposals. However, the contract may also be used when the Division has other SIPs or air quality issues that occur from time to time, including new and revised NAAQS, for which the Department needs additional technical assistance.

It is anticipated that most of the work from August 1, 2023, to July 31, 2024, will be focused on responding to EPA and finishing the foundational work for the CMAQ model update for the FNSB PM2.5 nonattainment area SIP.

Future fiscal years will likely focus on Fairbanks PM2.5, responding to new NAAQS and federal rules related to new air quality issues, and responding to requests for assistance from local communities, including rural dust issues and control strategies.

Section 3.03 Deliverables describes the specific tasks required concerning these task groupings.

SEC. 2.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately **August 1, 2023**, for approximately **four years** until completion, approximately **July 31, 2027**.

The approximate contract schedule is as follows:

The first contractor work period is from August 1, 2023, to July 31, 2024.

Deliverable or Task		Date Due
1. Regional Haze SIP Support	Data collection and analysis	To be determined
	Draft Regional Haze SIP	To be determined
	Complete Regional Haze SIP	To be determined
2. CMAQ Model		Within six months of contract issuance

3. FNSB Emission Inventory		To be determined
4. Technical Support for the Development of Comments	EPA proposal of PM2.5 NAAQS	Deadline pending release by EPA
	EPA proposal on its action on FNSB Serious SIP	Deadline pending release by EPA
	EPA clarification request on the Regional Haze SIP	Deadline pending release by EPA

Future Deliverables:

Deliverable or Task	Date Due
5. Updates to Deliverables	To be determined
6. Updated Reviews to State	Two weeks after the submission of the state's feedback to the contractor

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

SEC. 2.03 DELIVERABLES OR TASK

The contractor will be required to provide the following deliverables or perform the following task:

The first contractor work period is from August 1, 2023, to July 31, 2024.

1. Regional Haze SIP support:
 - a. Data collection and analysis;
 - b. Draft Regional Haze SIP; and
 - c. Completion based on EPA SIP approval date (expected two years beyond contract issuance).
2. CMAQ Model:
 - a. Model must be operational and meet performance tests.
3. FNSB Emission Inventory:
 - a. Inventory.
4. Technical Support for the Development of Comments:
 - a. EPA proposal of PM2.5 NAAQS;
 - b. EPA proposal on its action on FNSB Serious SIP; and
 - c. EPA clarification request on the Regional Haze SIP.

Future Deliverables:

- Research and review current and proposed federal regulations, guidance documents, and relevant studies for their relevance to current issues facing Alaska or of special interest to Alaska.
- SIP Planning and Development – The Contractor shall analyze various control strategies and control programs, estimate emissions from sources, perform modeling and analyses to demonstrate compliance with the standards, develop technical documents for inclusion or support of a SIP, and draft chapters of a SIP.

- Emission Inventory – This includes data gathering, including determining activity levels using surveys or solicitations. Perform Emission Inventory (EI) calculations by selecting and correctly implementing appropriate calculation methods for the emission sector. Identify appropriate emission factors and assist in developing or identifying appropriate emission factors when one is not readily available. Under this area of focus, technical assistance shall also be used to prepare various emission inventories identified above to meet federal reporting requirements as required for the Air Emissions Reporting Requirements (AERR) or the Consolidated Emissions Reporting Rule (CERR).
- Modeling support – The Contractor shall provide transportation and ambient air-related modeling support. Modeling support includes running the models, providing inputs to models, analyzing the results of models, providing mentoring and training to Division staff on using a model, commenting on a new model, and developing options for model modifications.
- Evaluation and development of transportation control measures – Assist in evaluating transportation control measures identified in SIPs. Assist in developing new transportation control measures as new technology is developed. Aid in conformity (transportation and general), I/M analyzer specification review, program development, I/M analyzer acceptance testing, and fuel-related issues.
- Evaluation and development of area source control measures and programs – Assist in evaluating area source control measures identified in, or being developed for use in, Alaska SIPs. Assist in developing and evaluating new area source control measures as new technologies are identified. The Contractor shall research emission standards, test methods, best management practices, and control devices or programs, including special consideration for any cold temperature effects or other issues relevant to Alaska. The scope of control programs is broad but, at a minimum, is anticipated to focus on diesel engines, home heating devices, and motor vehicles. The Contractor shall perform testing, develop research reports, and recommend findings and control costs to the Department.
- Provide modeling support for new SIPs or update existing SIPs – Assist in transportation-related and ambient air-related modeling. Deliverables shall include preparation of emission inventories (on-road mobile, nonroad mobile, and area source), running the models, providing inputs to models, analyzing the results of models, providing mentoring and training for Division staff on the use of a model, commenting on a new model, and developing options for model modifications. The Contractor shall conduct data and statistical analysis on information collected by the Department or local air agency and then calculate emission benefits from special projects for the Department, such as Congestion Mitigation and Air Quality (CMAQ) projects. For example, analyze and calculate benefits from federally funded grants for PM reduction projects related to Alaskan sources like solid fuel-burning appliances or diesel vehicles.
- Provide support for PM2.5 non-attainment areas and other areas of concern – Assist with any PM2.5 Serious SIP amendments and development of comments on EPA proposed actions. Assist with developing the PM2.5 area’s Reasonable Further Progress report (next due March 31, 2024). If needed, assist with developing a new PM2.5 SIP to address any failure to attain issues.
- Provide continued technical support for an amendment to the 2nd Implementation Period Regional Haze SIP and the progress report due in 2025 – Assist with the establishment of Regional Haze modeling approach including, but not limited to, development of modeling protocol, model technique, boundary conditions, approach, domain, periods and sources of meteorology as well as visibility modeling, emission inventory development, four-factor review, glide path checks, and documentation.
- Analysis of fuel-related issues and data – Assist with technical questions and analyses related to home heating, alternative fuels, and State mobile source fuel regulations. Be familiar with State and federal fuel rules and the

unique conditions regarding fuel programs in Alaska.

- Conformity technical support analyses – Any project occurring in a non-attainment or maintenance area with federal funding must undergo a process called conformity to determine there will be no impact on air quality. The Contractor shall have experience in conformity as they shall be called on to assist DEC in related issues, including the analysis of project-level conformity determinations and changes to federal conformity rules.
- Calculate emission benefits from special projects – The contractor shall be familiar with all the different methods to perform emissions-related calculations from mobile sources and emission inventories. Alaska receives funds and implements special projects to reduce mobile source and PM emissions. To justify receiving these funds, the Contractor shall assist DEC in determining if a reduction in pollutants has occurred and, if so, the magnitude of the reduction.
- Rural control strategies and public awareness – Help address issues in rural Alaska, such as road dust, wood smoke, and open burning.
- General technical support – Provide technical assistance with questions and analyses related to transportation, NAAQS, and air quality. Assist in emission factor development, emission estimations, and analysis of control programs. Aid in evaluating federal and State rules and legislation to develop recommendations on positions related to policy and technical issues. Be familiar with State and federal fuel rules and the unique conditions regarding Alaska's transportation and air quality programs.
- The Contractor shall assist in developing any amendments to the CO plans if communities wish to provide 110 findings to show that control measures could be moved to contingency measures and discontinued.

All documents provided to the Department as Work Product will be either in Microsoft Word or Excel and be provided in the manner requested by the Department. Unless otherwise directed, Work Product shall be formatted using Garamond font, size 12, and color images and pictures will be saved in JPEG or TIFF format.

SEC. 2.04 CONTRACT TYPE

This contract is a Firm Fixed Price contract.

SEC. 2.05 PROPOSED PAYMENT PROCEDURES

The Contractor shall submit a properly documented invoice monthly to DEC. Payment to the Contractor is contingent upon the Contractor delivering a properly documented invoice, no later than 30 days after the completion of a deliverable, to DEC and after DEC confirms receipt of goods or services. DEC retains the right to request additional justification and/or documentation as it deems necessary to ensure appropriate payment of the invoice.

No payment will be made until the invoice has been approved by the project director.

SEC. 2.06 PROMPT PAYMENT FOR STATE PURCHASES

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

SEC. 2.07 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Environmental Conservation or the Commissioner's designee. Under no conditions will the state be liable for the payment of any

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

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

SEC. 2.08 CONTRACT PRICE ADJUSTMENTS

The Contract prices will remain firm through the life of the contract.

All price adjustments must be approved by the procurement officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the procurement officer.

SEC. 2.09 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. 2.10 LOCATION OF WORK

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

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

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for **three** persons to make **four** trips to **Fairbanks, Alaska**. Travel to other locations will not be required.

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

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the procurement officer in writing to request a waiver at least ten 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. 2.11 THIRD-PARTY SERVICE PROVIDERS

This section is not applicable.

SEC. 2.12 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience **SHALL** 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 providing the goods 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 is not performing work within Alaska, they will not be required to hold an Alaska business license.

SEC. 2.13 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.14 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. 2.15 F.O.B. POINT

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

SEC. 2.16 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. 2.17 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. 2.18 LIQUIDATED DAMAGES.

This section is not applicable.

SEC. 2.19 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 with 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. 2.20 NONDISCLOSURE AND CONFIDENTIALITY

The contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow the 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 confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state laws, 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 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 contracting agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

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

The following information shall not be considered confidential information: information is 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 a subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SEC. 2.21 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. 2.22 INSURANCE REQUIREMENTS

Without limiting the contractor's indemnification, it is agreed that the 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. 2.23 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 3. PROPOSAL FORMAT AND CONTENT

SEC. 3.01 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. 3.02 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 ten. Pictures or graphics may be used if the offeror feels it is necessary to communicate their information. However, be aware of the below requirements for page limits.

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

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

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

SEC. 3.03 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 the 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 acknowledgment.
- 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. 3.04 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, and designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract, along with their titles and location(s) where work will be performed.

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

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form cannot exceed the page limit.

SEC. 3.05 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 cannot exceed the page limit.

SEC. 3.06 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 cannot exceed the page limit.

SEC. 3.07 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 cannot exceed the page limit.

SEC. 3.08 SEC 3.08 SUBCONTRACTORS (SUBMITTAL FORM F)

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

SEC. 3.09 COST PROPOSAL (SUBMITTAL FORM G)

Offerors must complete and submit this Submittal Form. Proposed costs must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, the 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 4. EVALUATION CRITERIA AND CONTRACTOR SELECTION

SEC. 4.01 SUMMARY OF THE 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 the best and final offers from offerors susceptible to 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. 4.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to the 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)	275
Understanding of the Project	(Submittal Form C)	175
Methodology Used for the Project	(Submittal Form D)	75
Management Plan for the Project	(Submittal Form E)	75
	Total	600

Cost Criteria		Weight
Cost Proposal *(see section 5.08 to 5.12 for Offeror Preference)	(Submittal Form G)	400
	Total	400

TOTAL EVALUATION POINTS AVAILABLE: 1000

SEC. 4.03 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 number 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. 4.04 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 project have experience with similar air quality projects?
- b) Do the individuals assigned to the project have experience with CMAQ modeling, including input files such as MCIP and SMOKE?
- c) Do the individuals assigned to the project have experience with MOVES?

- d) Are resumes complete, and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- e) How extensive is the applicable education and experience of the person designated to work on the project?

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

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How well has the firm demonstrated experience in working with federal agencies (EPA, FHWA, FAA, Corps of Engineers), other state departments, local communities, and the general public?
- c) How well has the firm demonstrated experience in working with State Implementation Plan planning and development?
- d) How well has the firm demonstrated experience in working with emission inventories?
- e) How well has the firm demonstrated experience in working with control program research and development, such as Best Available Control Technology (BACT) and Best Available Control Measures (BACM)?
- f) How successful is the general history of the firm regarding the timely and successful completion of projects?
- g) Has the firm provided letters of reference from previous clients?
- h) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

SEC. 4.05 UNDERSTANDING OF THE PROJECT

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

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project and future deliverables?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 4) Has the offeror demonstrated an understanding of how the state's time schedule will be developed based on requirements from the EPA and other regulatory bodies and can meet necessary deadlines?

SEC. 4.06 METHODOLOGY USED FOR THE PROJECT

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

- 1) How comprehensive is the methodology, and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) 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. 4.07 MANAGEMENT PLAN FOR THE PROJECT

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

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

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

SEC. 4.08 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 that 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. 4.09 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. 4.10 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. 4.11 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 governments, 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. 4.12 ALASKA OFFEROR PREFERENCE

Per 2 AAC 12.260, if an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points, which will be added to the offeror's overall evaluation score.

Example:

Step 1

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

1000 Total Points Available in RFP x 10% Alaska Offeror preference = 100 Points for the preference

Step 2

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

Offeror #1	830 points	No Preference	0 points
Offeror #2	740 points	Alaska Offeror Preference	100 points
Offeror #3	800 points	Alaska Offeror Preference	100 points

Step 3

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

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

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

SEC. 4.13 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 submit proposals. The notice will list the names of all offerors and identify the offeror selected for the award.

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 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. 5.02 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 the Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by the Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by the Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by the Alaska Department of Revenue.

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

SEC. 5.03 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. 5.04 QUALIFIED OFFERORS

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

- 1) Add value to 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. 5.05 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 5.06 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. 5.07 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. 5.08 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

The 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 counteroffer, and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the 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. 5.09 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. 5.10 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.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

SEC. 5.11 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. 5.12 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. 5.13 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. 5.14 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 the award of the contract:

If a 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 the application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

SEC. 5.15 SOLICITATION ADVERTISING

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

SEC. 5.16 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 a site inspection.

SEC. 5.17 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible to 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 clarification under this section.

SEC. 5.18 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 a 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 the award by the procurement officer. Discussions, if held, will be after the 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 the 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. 5.19 CONTRACT NEGOTIATION

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

SEC. 5.20 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. 5.21 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty imposed after the 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 is not 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 a 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. 5.22 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 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Cost Proposal - Submittal form G
- 2) Standard Agreement Form - Appendix A
- 3) Appendix B2 – Indemnification and Insurance
- 4) RFP Submittal Forms
- 5) SAMS Information
- 6) Certification & Disclosure
- 7) Federal Debarment
- 8) Drug-Free Workplace