

STATE OF ALASKA REQUEST FOR PROPOSALS



RFP 2024-1000-0042 AS NEEDED WATER LEVEL OBSERVATION SERVICES

ISSUED JUNE 30, 2023

ISSUED BY:

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF SUPPORT SERVICES

PRIMARY CONTACT:

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PROCUREMENT OFFICER

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1 (907) 269-8687

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Natural Resources, Division of Geologic & Geophysical Surveys is soliciting proposals for a qualified contractor to provide As Needed Water Level Observation Services in Alaska. Offeror's will be evaluated to the extent their proposal answers the evaluation criteria established in Section 8 Evaluation Criteria. The offeror with the best overall score will be awarded a contract as outline in this RFP, with subsequent Task Order being issued based on the State's service needs.

The services are As Needed, and the budget amount is an estimate only and does not represent a work commitment. The State does not guarantee a minimum or maximum number of services to be provided or a dollar amount to be spent under any resulting contract.

SEC. 1.02 BUDGET

DNR anticipates a multi-year program to improve VDatum coverage in Alaska through short-term water level observation services. DNR anticipates total funding not to exceed \$15,000,000.00 over the next seven years.

The services are as needed, and the budget amount is an estimate only and does not represent a work commitment. As funds become available, the Contractor selected from this RFP will be emailed a Task Order for each new project. The State does not guarantee a minimum or maximum number of services to be provided or a dollar amount to be spent under any contract resulting from this RFP.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 PM** Alaska Time on **July 14, 2023**, as indicated by postmark or email timestamp and late proposals will not be considered.

SEC. 1.04 MINIMUM REQUIREMENTS

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

- Minimum five years' experience conducting short-term and long-term water level observations in Alaska.
- Minimum five years' experience conducting short-term water level observations in Alaska that meet National Oceanic and Atmospheric Administration (NOAA) specifications for VDatum and tidal datum determination.
- Minimum five years' experience with environmental compliance and permitting across multiple land ownership boundaries for water level observation stations in Alaska.

- Minimum five years' experience installing water level observation equipment in Alaska which is provided by NOAA.
- Ability to provide real-time data reporting to State of Alaska for remote data collection sites.
- Experience with design, installation and/or maintenance of GNSS Continuously Operating Reference (COR) stations, use of data for secondary applications of reflectometry, and installation techniques that meet the National Geodetic Survey national COR network stability standards in Alaska.

Offerors must detail in their proposal how they meet the minimum prior experience requirements above. Offerors that fail to identify in their proposals how they meet the prior experience requirements will be deemed non-responsive.

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 10 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 the award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

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

Deadline to receive questions is **July 03, 2023**, by **2:00 PM** Alaska Time.

PROCUREMENT OFFICER: [SHAWN M. OLSEN](#); PHONE 1 (907) 269-8687; TDD 711 (Alaska Relay); Email: dnr.ssd.procurement@alaska.gov.

SEC. 1.07 RETURN INSTRUCTIONS

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to dnr.ssd.procurement@alaska.gov as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). 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. Similar to sending a hard copy proposal, if you are emailing your proposal, the State recommends sending it ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

If submitting proposals using U.S. mail, or delivery service, offerors must submit one hard copy of their proposal, in writing, to the procurement officer in a sealed package. The cost proposal included in the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Natural Resources
Division of Support Services
Attention: **SHAWN M. OLSEN**
Request for Proposal (RFP) Number: 2024-1000-0042
RFP Title: As Needed Water Level Observation Services
550 West 7th Avenue, Suite 1330
Anchorage, Alaska 99501

It is the offeror's responsibility to contact the issuing agency at **1 (907) 269-8687** to confirm that the proposal has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 ENROLLMENT IN IRIS

Offerors will be required to be enrolled in the State of Alaska's Integrated Resource Information System (IRIS) database prior to the award of a contract resulting from this RFP. Enrollment can be done online at the following link: <https://iris-vss.alaska.gov>. Offerors who are not enrolled prior to the award of a contract will be notified by DNR Procurement. Failure of an offeror to enroll in the IRIS database will delay award of the contract and may delay issuance of contract work.

SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than 10 days prior to the deadline for receipt of proposals.

SEC. 1.10 AMENDMENTS TO PROPOSALS

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

SEC. 1.11 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment 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 OPN.

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 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. 1.12 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		June 30, 2023
Deadline for Receipt of Questions	2:00 PM	July 03, 2023
Deadline for Receipt of Proposals / Proposal Due Date	2:00 PM	July 14, 2023
ANTICIPATED Proposal Evaluations Complete		Week of July 17, 2023
ANTICIPATED Notice of Intent to Award		Week of July 17, 2023
ANTICIPATED Contract Issued		August 01, 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 Natural Resources, 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. 1.13 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 manager.

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The Department of Natural Resources, Division of Geologic & Geophysical Surveys, is soliciting proposals for: (1) water level observation services and (2) design, installation, and maintenance of GNSS Continuously Operating Reference (COR) stations in Alaska.

VDatum is a software tool developed by the National Ocean Service (NOS) for transforming bathymetric/topographic data between 28 tidal, orthometric, and ellipsoidal vertical datums.

2.01.01 WATER LEVEL OBSERVATION FOR VDATUM

A National VDatum complements NOS work in developing a national bathymetric database, a National Spatial Reference System (NSRS), and a national tidal datum reference system, which can be combined with the topographic data in providing seamless data products across the land-water interface. These products will also enable a consistent, accurate national shoreline to be defined relative to tidal and geodetic datums.

2.01.02 GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS)

The State of Alaska is investing in its statewide infrastructure to provide a GNSS network to cover the State to allow for improved precise position monitoring, surveying, weather monitoring, tide monitoring, etc. A part of this effort is the installation of multiple GNSS receivers and antennas throughout the State. The State is seeking a partner to provide a site investigation and the installation of the GNSS antennas and reference receivers.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK – WATER LEVEL OBSERVATION

This Scope of Work describes the requirements for reconnaissance, installation, operation, unscheduled maintenance, and removal of short-term water level stations for the State of Alaska (State). 90 days of continuous data (three calendar months) is the standard data collection period for VDatum installations during ice free/summer months. However, a minimum of 30 continuous days (one calendar month) must be collected to meet contract requirements.

The Contractor shall conduct the reconnaissance, installation, operation, unscheduled maintenance (if needed), and removal of water level stations. The Contractor must have expertise in the technology listed in this Scope of Work, geodetic leveling, line-of-sight and satellite data telemetry systems, and water level data acquisition and dissemination systems.

3.01.01 WATER LEVEL OBSERVATION SERVICES

Definitions and Performance Management:

Four types of field activities are covered by this Scope of Work:

- **Site Reconnaissance (recon)** – Activities required to finalize installation location and establish/acquire all necessary permissions, permits and environmental compliance. Each recon is a one-time activity. These are specified within.
- **Instrumentation Installation and Vertical Control** - Activities required to install instrumentation and establish vertical control at each station. Each installation is a one-time activity. These activities are specified within.
- **Instrumentation Removal** – Activities required to remove instrumentation at each station. Each removal is a one-time activity. These activities are specified within.
- **Unscheduled Repair** – Activities undertaken, as needed, to restore operational status of station components. These activities are specified within.

The Contractor must comply with all applicable federal and state safety and health standards and regulations applicable to this work, including, but not limited to, the Occupational Safety and Health Act, 29 U.S.C § 651 et seq. When the Contractor relies on subcontractors in executing this work, the Contractor shall have sole responsibility for ensuring the subcontractors are qualified, appropriately trained and outfitted, and that the subcontractors comply with all applicable safety and health standards and regulations.

The Contractor shall adhere to the delivery schedule for the reconnaissance, installation and removal deliverables specified in this Scope of Work and as confirmed during the Task Order Kick-Off Meeting. The time frame for Unscheduled Repair is agreed upon when a resource estimate for the specific activity is accepted by the State. Any changes or modifications to the schedule for any type of maintenance visit or deliverable must be reviewed and agreed to in advance by the State. Late deliverables are a reflection of performance and may serve as the basis of a non-award for future tasks based on past performance.

If a station experiences an equipment failure within 72 hours following any type of Contractor site visit, and this failure is attributed to the Contractor's performance, the Contractor shall be responsible for returning to the station and remedying the issue at the Contractor's expense.

3.01.02 ENVIRONMENTAL COMPLIANCE

It is the contractor's responsibility to be aware of and comply with all Federal, State, and Local environmental laws, best management practices, and permit conditions including the Clean Air Act, Clean Water Act, Coastal Zone Management Act, Endangered Species Act, Marine Mammal Protection Act, Migratory Bird Treaty Act, National Historic Preservation Act, and the National Marine Sanctuaries Act.

All permits related to environmental compliance must be submitted to the SOA Project Manager (PM) prior to the installation of the station.

Environmental Compliance Best Management Practices (EC-BMP)

To minimize potential environmental impacts under this Task Order, the Contractor shall implement the following Environmental Compliance Best Management Practices (BMPs) for all fieldwork:

- 1) If the work requires use of a vessel, the Contractor shall use a designated lookout to spot marine mammals and endangered species and maintain safe distances from them while the vessel is underway to avoid harassing or harming the species. The Contractor shall:
 - a) Stop the vessel if a marine mammal or endangered species is within 100 meters, and resume once it has departed;
 - b) All in-water work shall be postponed or halted when marine mammals or endangered species are within 45 meters of the proposed work area and shall only resume after the animals have voluntarily departed the area. If marine mammals or endangered species are noticed within 45 meters of the proposed work area after work has already begun, that work may continue only if the activity does not adversely affect the animal(s). For example, divers performing surveys or underwater work would likely be permissible, whereas operation of heavy equipment is likely not.
 - c) If the work is going to be delayed by more than one hour due to marine mammal or endangered species presence within 100 meters of the work area, the Contractor shall contact the State and request additional time.
- 2) If the work requires diving, the Contractor shall ensure that divers are certified under the OSHA safety standards and requirements to minimize any potential damage to the diver and surrounding environment.

- 3) To prevent the spread of invasive species, the Contractor shall:
 - a) Sterilize gear and tools appropriate to the specific location and situation (for example, only a freshwater rinse is needed if working within the same geographic/watershed boundaries. If traveling to environmentally sensitive areas, sterilize appropriate gear with a mild bleach solution); and
 - b) Use recommended sterilization solvent for sensitive materials (for example, Enviroguard 64 Broad Spectrum Disinfectant).
- 4) When using spray, sealant, degreaser, SimpleGreen®, or similar substances, the Contractor shall place paper towels or other disposable absorbent material under work area when using these substances close to the marine environment to prevent spills.
- 5) The Contractor shall safely remove and dispose of potential toxic substances, including, but not limited to, the following:
 - a) desiccant from Data Collection Package box;
 - b) batteries;
 - c) old plastic zip ties; and
 - d) hazardous waste.

In performance of the work, the Contractor shall complete and submit the Environmental Compliance Best Management Practices (BMPs) Table as listed in Attachment 5 along with all other required station documentation.

3.01.03 OBSERVING SYSTEM COMPONENTS

The following sensors and Data Collection Package combinations are components of a NOAA National Ocean Service (NOS) standard short term water level station. The mention of and use of particular systems does not constitute an endorsement of these systems or their manufacturers, nor does it indicate disapproval of other manufacturers' systems. Mention of any system or product hereafter is indicative of equipment that has been thoroughly tested and used operationally by NOS and is for informational purposes only. The information provided below aids in the development of quotes for this Scope of Work.

MICROWAVE RADAR WATER LEVEL MEASUREMENT SYSTEMS

Microwave Radar water level measurement systems consist of a primary water level radar sensor (WaterLOG® H-3611-i or Nile) which is installed with a clear, unobstructed view of the water surface. The data is acquired and averaged using a Sutron Xpert Data Collection Package.

PRESSURE WATER LEVEL MEASUREMENT SYSTEMS

Primary pressure water level measurement systems consist of a single orifice Paroscientific intelligent pressure sensor(s) tied into a gas purged bubbler system. The data is acquired, averaged, and transmitted using a Sutron Xpert Data Collection Package. Staff-to-gauge observations are required for pressure water level systems as described in the CO-OPS Specifications and Deliverables for Installation, Operation, and Removal of Water Level Stations.

ACOUSTIC WATER LEVEL MEASUREMENT SYSTEMS

Acoustic water level measurement systems consist of a primary water level air acoustic sensor (Aquatrak®) which is installed in a protective well. The data is acquired, averaged, and transmitted using a Sutron Xpert Data Collection Package.

BACKUP PRESSURE WATER LEVEL MEASUREMENT SYSTEM

Backup pressure water level measurement systems consist of a single orifice pressure system. This sensor is not surveyed in and is adjusted via comparison to the primary water level sensor by the Contractor. The data is acquired, averaged, and transmitted using a Sutron Xpert Data Collection Package.

Use of a backup pressure sensor or a secondary primary sensor at a site is at the discretion of State after being requested by the Contractor as part of the site recon.

3.01.04 OBSERVING SYSTEM MANAGEMENT, INSTALLATION, OPERATION AND MAINTENANCE

The activities and requirements for successfully executing reconnaissance, installation, unscheduled repair, and subsequent removal of water level stations are described below.

MANAGEMENT AND OPERATION REQUIREMENTS

To successfully execute this Scope of Work, the Contractor shall:

- Arrange for secure and appropriate storage of all spare components, to serve as a staging area for field operations. This location will require telephone and power utilities.
- Furnish all vehicles, vessels, equipment, tools, materials, and supplies necessary to perform the tasks specified in this Scope of Work.
- Conduct all work in accordance with standard NOS practices, unless otherwise specified.
- Conduct all work in accordance with environmental compliance best management practices as listed in section 3.01.02 above.
- Maintain a suitable quantity of Contractor provided maintenance consumable parts and supplies, as described in Section 8 - Contractor Furnished Equipment and Installation Standards. The Contractor shall maintain this inventory as necessary to always ensure the availability of these items throughout the period of performance.

- Throughput test all systems/sensors for 24 hours prior to use in the field.
- Maintain a physical property inventory report of the spare components.
- Staff each field team with the appropriate number of qualified personnel to accomplish the tasks specified in this Scope of Work. This includes all professional, technical, and support personnel, along with their travel and transportation expenses to and from the place of performance.
- Respond within 24 to 48 hours to requests from the State to remotely access systems and attempt to restore functions, reboot, or reload software.
- Provide quick initial and follow-up response support as required to rapidly diagnose problems and thus minimize system downtime.

SUB TASK 1 – SITE RECONNAISSANCE

This section describes the tasks required to perform a site reconnaissance and acquire permits:

- Perform a site reconnaissance at each location according to the supplied Water Level and Meteorological Site Reconnaissance Procedures.
- Following each reconnaissance, the Contractor shall:
 - o Provide within 30 days of the completion of the reconnaissance trip and 90 days prior to the installation, the information obtained from the reconnaissance to the State, allowing the State and NOAA to jointly approve the installation.
 - o Obtain all necessary permits and permissions in advance of the installation. The Contractor is responsible for site-specific engineering drawings required to obtain permits and/or permission to install. Copies of the permits and permissions documents and site-specific engineering drawings shall be submitted as part of the installation documentation package.
 - o Contact the property owner to inquire if there is a possibility of the location suffering any periods of time where the sensor could go dry due to weather or seasonal variations.
- During reconnaissance, investigate if nearby NGS benchmarks listed in the NGS IDB or OPUS databases are available for use in the level run within two miles of the station location. If a mark is within two miles of the station but is deemed to be unsafe to survey or for other reasons the mark is being recommended to not be used during the level surveys by the contractor, a rationale should be provided for review. The marks recovered will be reviewed for determination of inclusion into the level run.

For sites that use pressure water level measurement systems and might have density variations, SOA may request Conductivity, Temperature, and Density (CTD) observations using a CTD profiler during the reconnaissance trip and/or the installation trip. The observation period will be decided by SOA prior to the beginning of the recon trip(s). The Contractor shall include CTD observations costs on a per site basis. The contractor shall adhere to the guidelines provided below so that good CTD observations can be made.

- When a CTD sensor is initially submerged in the water, allow the sensor to sit near the surface for a period of ~ 30-60 seconds before starting the down cast. This will allow the sensor to equilibrate near the water surface after it is initially placed into the water.
- Once the sensor is brought back up to the surface after a downcast, wait another ~ 30 seconds with the sensor remaining submerged before lifting out of the water.
- Check manufacture' specifications on the pressure sensor response time when considering an approximate cast rate.
- Prior to making a CTD cast at a prospective water level station site a measurement of the water depth (sounding) shall be made, for example using a measurement tape with a weight attached at its end. CTD cast will be collected to sample the entire water column.
- Collect CTD data every 10 to 15 minutes for three hours during each phases of the tide (e.g., high tide MHHW, low tide MWL, mean tide MSL/MWL). Then the State can evaluate and determine if density variance is a concern.

SUB TASK 2 - WATER LEVEL MEASUREMENT INSTRUMENTATION INSTALLATION

This section describes the tasks required to install instrumentation, the Contractor shall:

- Provide a detailed installation plan at least 90 calendar days prior to the installation.
- Install the equipment in accordance with provided documentation (Manual, Xpert DCP User's Manual), and the manufacturer's instructions, as applicable.
- Install structural elements including lightning protection, electrical grounding, and watertight enclosures to ensure stability and continuing functionality of the equipment.
- Recover and/or install enough benchmarks (Class C or better, minimum 2 Class A/B) in order to establish a network of five benchmarks. The Contractor shall provide the cost of installation per station. The Contractor shall ensure two marks meet the minimum standards for GPS as noted in the User's Guide to GPS Observations and complete a GPS session of minimum six hours on two marks and set at least 0.48km apart.
- The Contractor shall run installation levels to include the water level sensor's leveling point, and all agreed upon marks with a minimum of five benchmarks after the installation of the station.

- Following each station installation, the Contractor shall:
 - o Complete and submit the Preliminary Specs Report and level abstract within one working day of installation (see Section 3.01.06 Deliverables and Documentation).
 - o If a NGS geodetic tie is possible as described in the Standing Project Instructions, the Contractor shall make the tie and submit the level tie information to the State with the final documentation as stated in the next bullet.
 - o Complete and submit a final installation documentation package within 30 calendar days of completion of installation (see Section 3.01.06 Deliverables and Documentation).

SUB TASK 3 - UNSCHEDULED REPAIR

Rapid response to observing system issues is critical to maintaining reliable delivery of timely and accurate data to NOAA and the State user communities. The Contractor shall conduct any unscheduled repair visits to correct problems or repair failures to systems/sensors as directed by the State and as agreed upon by the submission and approval of a resource estimate.

The process for initiating and executing unscheduled repair is as follows:

- The State will relay any issue or failed system component to the Contractor via e-mail or phone.
- Within two hours of the issue notification, the Contractor shall remotely access the systems and restore functions, reboot, or reload software should the station have remote communications. The Contractor shall notify the State before and after remotely accessing systems.
- If remote repair attempts fail, the Contractor shall contact the State as soon as possible to discuss next steps.
- The State will determine the best course of action. If the State requests a resource estimate for the Contractor to perform an unscheduled repair visit, the Contractor shall provide the resource estimate within 24 hours of request.
- The Contractor shall bench test all systems/sensors prior to use in the field.
- The Contractor shall complete the unscheduled repair within 72 hours of the approval of the quote. Components requiring vessel support for access and repair shall be serviced within five days of notification of approval of the repair.
- The Contractor shall contact and inform the State prior to any maintenance action.

- If, upon arrival at the site, the Contractor observes any issue, failure, damage, or situation that could be beyond the scope of the task, the Contractor shall immediately notify the State. The State and the Contractor will jointly discuss potential solutions. The State will determine the best course of action. Depending on the circumstances, the State may request a resource estimate for the Contractor to perform additional work. The State will issue any final decision regarding the plan to proceed.
- The Contractor shall notify the State upon completion of an unscheduled repair action.
- Following each unscheduled repair visit, the Contractor shall:
 - o Complete and submit the Preliminary Specs Report (and level abstract, if required) within one working day of inspection (see Section 3.01.06 Deliverables and Documentation).
 - o Communicate any issues that may need major maintenance, via Specs report promptly to the State.
 - o Include photos and drawings as needed.
 - o Complete and submit the final unscheduled repair documentation package within 10 calendar days (see Section 3.01.06 Deliverables and Documentation).

SUB TASK 4 – WATER LEVEL INSTRUMENTATION REMOVAL

This section describes the tasks required to remove instrumentation after the water level gauges have been installed for at least 30 continuous days (one calendar month) and provided valid and continuous data collection for that time period.

- The Contractor shall run removal levels from the water level sensor's leveling point to all five benchmarks prior to the removal of the station.
- The Contractor shall check the closing (removal) levels with the opening (installation) levels to ascertain the sensor and benchmark stability.
- Before the water level sensor is removed, the Contractor shall send the closing levels to the State after the closing levels are completed. The State will verify the sensor and the benchmark network remained stable and will provide the Contractor authorization to remove each station.
- Coordination with the State prior to the removals is recommended to ensure that the State will be available to limit the amount of time between submittal of the abstract and review.

- Stations that do not retain stability over the course of the collection period or that suffer an outage that prevents a minimum of 30 continuous days (one calendar month) of data collection will be permitted to remain installed to collect 30 days minimum of stable data unless a threat of damage to the equipment by weather is determined.
- If stability issues continue to persist and it is determined to be the fault of the Contractor, the station will be removed and reinstalled for data collection again the following year at the previously identified collection period at the expense of the Contractor.
- The Contractor shall conduct a GPS session for a minimum of six hours on the same two benchmarks used during the installation GPS sessions.
- Following each station removal, the Contractor shall:
 - o Complete and submit the Preliminary Specs Report and level abstract within one working day of removal (see Section 3.01.06 Deliverables and Documentation).
 - o Complete and submit a final removal documentation package within 30 calendar days of completion of removal (see Section 3.01.06 Deliverables and Documentation).

3.01.05 REFERENCES

In addition to references mentioned in the body of this Scope of Work, please refer to the following documents for information regarding the installation, operation, and maintenance of observation stations. These references are accessible from the [CO-OPS Field Library](#).

(a) DATA COLLECTION PLATFORM (DCP) REFERENCES

- Next Generation Water Level Measurement System (NGWLMS) Site Design, Preparation, and Installation Manual;
- Sutron Xpert Data Logger Operations and Maintenance Manual;
- Sutron Xpert2 Data Logger Operations and Maintenance Manual;
- Sutron Satlink 2 Logger & Transmitter Operations and Maintenance Manual;
- Xpert and Xpert Dark Internal Battery Replacement;
- Procedures for Requesting a Platform ID;
- Attachment of Conduits to Enclosures;
- EB 10-002 Standardize Battery Type for CO-OPS Water Level and Meteorological Stations with Photovoltaic Charging Systems;
- [CO-OPS Sensor Specifications and Measurement Algorithms](#).

(b) SENSOR REFERENCES

- Field Installation Procedures for Design Analysis WaterLog H3611i Microwave Radar Water Level Sensor Using the Sutron Data Collection Platform, Ver 1.0.

(c) GEODETIC REFERENCES

- User's Guide to Vertical Control and Geodetic Leveling for CO-OPS Observing Systems;
- User's Guide for Writing Benchmark Descriptions;
- User's Guide for Electronic Levels with Translev and WinDesc;
- User's Guide for GPS Observations at Tide and Water Level Benchmarks;
- NGS Attachment R, Requirements for Digital Photographs of Survey Control;
- NGS Attachment T, Setting a Concrete Mark;
- NGS Attachment U, Setting a Survey Disk in Bedrock;
- NGS Attachment V, Setting a NGS 3-D Monument;
- Preliminary Step by Step Leveling Instrument Procedures;
- Leveling Frequency Requirements for Water Level Stations;
- Creating a Benchmark Diagram in PDF Format;
- Level Rod Re-Calibration.

(d) MAINTENANCE SPECIFICATIONS AND REFERENCES

- Standing Project Instructions for Coastal and Great Lakes Water Level Stations;
- Latest Project Instructions for Coastal and Great Lakes Water Level Stations;
- CO-OPS Specifications and Deliverables for Installation, Operation, and Removal of Water Level Stations;
- Review Protocol for Contractor Submitted Deliverables from the Installation and Maintenance of CO-OPS Water Level and PORTS® Stations;
- CO-OPS Evaluation Criteria for Water Level Station Documentation;
- CO-OPS Guide to Declaring a Newly Installed Water Level Station Operational;
- CO-OPS Water Level and Meteorological Site Reconnaissance Procedures;
- Requirements and Guidelines for Equipment Shipping;

- CO-OPS Equipment Return Form;
- CO-OPS Equipment Request Form;
- Spec Report (eSite) User's Guide.

(e) SAFETY REFERENCES

The following safety references are also not available in the Field Library but are available by clicking on the hyperlink below.

- [Department of Commerce Occupational Safety and Health Manual](#);
- [NOAA Safety Policy, NAO 209-1](#);
- [Survey Safety Handbook, Florida Department of Transportation](#).

(f) STANDARDS AND SPECIFICATIONS REFERENCES

The following publications and standards are also not available in the Field Library but are available from the organizations that published the standards.

- ASTM A 780 Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings;
- American Welding Society AWS D1.1 Structural Welding Code;
- National Electric Code Standard Specifications 8-20.3(9) and Articles 230 and 250 for Bonding and Grounding;
- Standards and Specifications for Geodetic Control Networks;
- NGS Attachment X, Performing Benchmark Ties.

(g) CONTRACTOR FURNISHED EQUIPMENT AND INSTALLATION STANDARDS AND REFERENCES

The Contractor shall furnish all vehicles, vessels, equipment, tools, materials, and supplies necessary to perform the required work. This may include, but is not limited to; trucks, trailers, boats, diving equipment, climbing equipment, earth digging machinery, cutting, and welding equipment, benchmark installation equipment, water level/observation equipment, GPS, and digital surveying equipment, and safety equipment.

Other equipment includes, but is not limited to the following:

- PowerSonic PS-12400 12 volt 40 AH batteries for the Sutron Xpert per Engineering Bulletin 10-002 (Dated October 4, 2010/Updated June 16, 2015);
- All test and diagnostic equipment, compasses, and handheld GPS necessary to perform the required work;

- Conduit (rigid and flexible types), junction boxes, and stainless steel clamps;
- The necessary stainless steel hardware for mounting clamps, brackets, masts, and conduit required to install a DCP, solar panels, and antenna;
- Nylon washers to isolate stainless steel hardware from aluminum enclosure, enclosure stand, and grating;
- Consumables which include, but are not limited to cleaning materials and supplies, lubricants, glues, sealants, adhesives, caulks, contact cleaners, wire ties, wire connectors, fuses, light bulbs, electrical wire, miscellaneous screws, and fasteners, etc.;
- Desiccants necessary to perform annual replacement in accordance with the annual inspection procedures:
 - DCP Enclosure:
 - Clay desiccant in 8.25" x 4.5" Tyvek bags (Desiccare Part Number 10BQ10A16 or equivalent)
 - Air Dryer:
 - Blue Indicating Silica Beads (Sorbent Systems Part Number 640AG05 or equivalent)
- All material necessary to perform necessary repairs to the instrument shelters, sensors, and their support structures as needed to ensure the quality of the data, to maintain the structural integrity of the station, and to assure the safety of personnel at the station. These materials shall adhere to NOAA standards and practices and shall be comparable to those used in the original design and installation.
 - All replacement fasteners, brackets, and clamps shall be 316L stainless steel.
 - Only marine quality lumber and fasteners (stainless steel or hot-dipped galvanized) may be used in the marine environment (e.g., pilings, stringers, cross braces). Ground contact treated lumber may be used above the water line (e.g., pier stringers, decking, handrails, shelter platforms, stairs, etc.).
 - All replacement wiring and sensor cabling shall be encased in either ¾ in. or 1½ in. PVC or metallic conduit with appropriately spaced pull-boxes and access covers.
 - Any deviation from these requirements must be previously approved by SOA.

- All material necessary for the proper installation of all new benchmarks (i.e., disks, logo caps, stainless steel rod, threaded couplers, driving point, plastic sleeve, grease, PVC pipe, concrete, witness posts), along with all the tools, and equipment necessary to accomplish these installations.

At a minimum, all materials and installation practices shall conform to the following standards:

- All applicable State and Local building codes;
- American Association of State Highway and Transportation Officials (AASHTO):
 - “Standard Specification for Highway Bridges”
- American Concrete Institute ACI 31/-05 “Building Code Requirements for Structural Concrete and Commentary”
- American National Standards Institute/American Institute of Steel Construction 350-05:
 - “Specification for Structural Steel Buildings”
- American National Standards Institute/American Forest & Paper Association (ANSI/AF&PA) National Design Specification (NDS) for Wood Construction
- American Welding Society:
 - AWS-D1.1/D1.1M: 2010 “Structural Welding Code – Steel 22nd Edition”
 - AWS-D1.4/D1.4M: 2005 “Structural Welding Code – Reinforcing Steel – 6th Edition;”
 - AWS-D1.5/D1.5M: 2002 “Bridge Welding Code;”
 - AWS-D1.6/D1.6M: 2007 “Structural Welding Code – Stainless Steel 2nd Edition.”
- US Army Corps of Engineers Engineering Manual (EM):
 - EM 1101-2-1100 “Coastal Engineering Manual (CEM)”
 - EM 1101-2-1612 “Engineering and Design – Ice Engineering,” 2002.
- American Society of Civil Engineers (ASCE):
 - ASCE 7-05 “Minimum Design Loads for Buildings and Other Structures”
 - Manuals and Reports on Engineering Practice No. 50 “Planning and Design Guidelines for Small Craft Harbors” 2000 Revised Edition.
- The Aluminum Association “Aluminum Design Manual;”
- American Wood Protection Association (AWPA) Use Category System Standards U1 and T1.

3.01.06 DELIVERABLES AND DOCUMENTATION

Deliverables and documentation will change for each task order. For the initial representative project, the Contractor shall provide the following deliverables that are detailed in this section:

#	Item	Description	Qty.	Due Date	Deliver to	Ref.
1	Monthly Report	Reports: The Contractor shall submit, to the State, a progress report monthly after the effective date of the contract, and monthly thereafter during the period of performance. The Contractor shall prepare a progress report detailing the work completed during the performance period, the work forecast for the following period, and the names and titles, including officials of the Contractor. The report shall also include any additional information--including findings and recommendations --that may assist the State in evaluating progress under this contract. The first report shall include a detailed work outline of the project and the Contractor's planned phasing of work by reporting period.	1 per month Electronic Copy	Monthly	The State	Scope of Work Section 3.01.06 (a)
2	Recon Documentation	<ul style="list-style-type: none"> Recon Report; Recon Pictures; CTD information, if applicable. 	1 EA Per Station Electronic Copy	Within 10 business days of completion of reconnaissance trip, and at least 90 days prior to installation	The State	Scope of Work Section 3.01.06 (b)
3	Preliminary Documentation including Preliminary Specs Report and level abstract (install, unscheduled repair, and removal)	<ul style="list-style-type: none"> The date and time; Activities performed; The serial numbers of all the equipment; The elevations of the sensors and the benchmarks; The sensor and datum offsets, or the accepted orifice offset; GOES transmission parameters. 	1 EA Electronic Copy	Within one working day of completion	The State	Scope of Work Section 3.01.06 (b)
4	Final Documentation (install and removal)	Provide final documentation package of information as noted in Section 3.06	1 EA Electronic Copy	Within 30 calendar days of completion	The State	Scope of Work Section 3.01.06 (b)

		Deliverables and Documentation.				
5	Unscheduled Repair Documentation	<ul style="list-style-type: none"> The date and time; Activities performed; The serial numbers of all the equipment; The elevations of the sensors and the benchmarks, if applicable; The sensor and datum offsets, or the accepted orifice offset; GOES transmission parameters. 	1 EA Electronic Copy	Within 10 days of completion	The State	Scope of Work Section 3.01.06 (b)

(a) MONTHLY REPORT

The Contractor shall prepare a monthly report. Monthly reports shall be provided to the State by the 10th of the month following the month for which the report was prepared (e.g., the May report is due June 10).

The format of this report shall be presented by the Contractor at the kick-off meeting and approved by the State prior to the first deliverable. The report shall include elements such as the following:

- Executive summaries of site visits;
- Maintenance and repair actions taken;
- Daily system check logs;
- System performance statistics;
- Summaries of interactions with users;
- Schedule of upcoming events;
- Identification of potential problems or long-term issues relating to the operations, maintenance, use, and development of the system;
- Other information as appropriate.

(b) RECONNAISSANCE DOCUMENTATION

The Contractor shall complete and submit the reconnaissance report to SOA within 30 calendar days business days after the completion of the recon trip.

PRELIMINARY DOCUMENTATION INCLUDING PRELIMINARY SPECS REPORT AND PRELIMINARY LEVEL ABSTRACT

The State will provide the Contractor with a Preliminary Specs Report that contains the equipment and transmission parameters, etc. The Contractor shall update the Preliminary Specs Report with all activities performed during the fieldwork. The Contractor shall submit the preliminary level abstract documenting the elevations of the sensor and the benchmarks in the network.

The Contractor shall complete and submit the Preliminary Documentation including Preliminary Specs Report and level abstract within one working day of installation, removal, and unscheduled repair which contains, at a minimum the following:

- The date and time of the site visit;
- Activities performed;
- The serial numbers of all the equipment;
- The elevations of the sensor(s) and the benchmarks;
- The sensor and datum offsets, or the accepted orifice offset;
- Staff observations, when applicable.

FINAL DOCUMENTATION FOR INSTALLATION AND REMOVAL OF WATER LEVEL INSTRUMENTATION

The Contractor shall submit a final documentation package including the final Specs Report to the State within 30 calendar days of the installation and the removal. The Contractor shall arrange with the State an acceptable submittal of the final documentation package. The State and CO-OPS COET will evaluate the final documentation within 20 working days and then inform the Contractor of any corrective actions.

The standard water level station documentation package includes the following:

- 1) Transmittal letter (PDF format);
- 2) Specs Report, Water Level Station Xpert Site Report, or Tide Station Report (Specs report in web based electronic format, Water Level Station Xpert Site Report in Microsoft Excel format or Tide Station report in Microsoft Excel format). The Water Level Station Xpert Site Report of Tide Station report is only acceptable when eSite is not available.
- 3) Sensor test worksheet (PDF format);
- 4) Sensor elevation drawing (PDF format) showing sea floor, pier elevation, sensor leveling point, and sensor elevation, if the sensor is mounted vertically;

- 5) Benchmark Diagram (PDF format) – Large-scale benchmark location sketch of the station site showing the relative location of the water level gauge, staff (if any), benchmarks, and major reference objects found in the benchmark descriptions. The benchmark diagram shall include an arrow indicating north direction, a title block that includes: the station name and number, NOAA chart number, USGS Quad name, field unit, date created, drawn by, and latitude and longitude (obtained from handheld GPS receiver) of the gauge, and label of the body of water (required for newly installed stations only – PDF format).
- 6) Bench mark descriptions with handheld GPS coordinates (d/m/s.s format) (electronic file - WinDesc)
- 7) “Station to Reach” statement in Microsoft Word format;
- 8) Digital photographs of each benchmark disk (four views); station; DCP; equipment; underwater components; and the vicinity (JPEG format);
- 9) Levels (electronic files) including leveling equipment information and field notes of precise leveling, if applicable;
- 10) Abstract of precise leveling (electronic format);
- 11) Staff to gauge observations, if applicable (Microsoft Excel format);
- 12) Calibration certificates for Invar leveling rods, if applicable (PDF format);
- 13) Calibration records for sensors, if applicable (PDF format);
- 14) Agreements, MOU, contract documents, utilities/pier agreements, etc., if applicable (PDF format);
- 15) Other information as appropriate, or as specified in the contract (PDF format);
- 16) Water level data download in specified format;
- 17) GPS Deliverables - the OPUS published datasheet and four photos of the GPSBM in electronic format for each observation session as described in the User’s Guide for GPS Observations at Tide and Water Level Benchmarks; and
- 18) Environmental Compliance documentation (Microsoft Word or PDF format), including BMP table.

Any original paper documentation shall be scanned and sent to the State. The Contractor shall retain a copy of all completed reports, which will be made available to the State upon request.

UNSCHEDULED REPAIR DOCUMENTATION

Following each station visit for an unscheduled repair, the Contractor shall complete and submit a Specs Report to the State describing the maintenance and repair action performed within 10 calendar days of completion.

For any repairs, the Contractor shall photograph physical damage to station components or supporting infrastructure, due to vandalism, environmental damage, etc., prior to performing repairs. The Contractor shall also photograph completed repairs performed at the station and shall submit all photographs with the site report.

SEC. 3.02 SCOPE OF WORK – GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS)

Contractor must have experience with site selection, design, installation, and maintenance of GNSS Continuously Operating Reference Stations (CORS) and networks in Alaska. Design consideration should include stability of antenna, feasibility of construction, use of data for secondary applications of GNSS reflectometry, and installation techniques that meet the National Geodetic Survey national CORS network stability standards when deemed appropriate.

3.02.01 SITE INVESTIGATION

Future task orders may require site investigation for proposed locations resulting in a full inspection and report with considerations of possible locations for the GNSS antenna, receiver, including electrical and internet connections. Antenna site selection at each location must factor potential secondary uses of GNSS Reflectometry methods. Following completion of each site investigation, a written report which includes the recommended location for the GNSS antenna, recommended mounting procedures, a diagram of all cabling required for operation with the physical location of the GNSS receiver, photos of the site including receiver and antenna proposed locations, and a cost estimate for the complete installation for each site will be required to be submitted to the State. Cost estimate shall include any equipment not provided by the state needed to successfully complete the installation. Equipment provided by the state will be outlined in each future task order, and typically include a commercial GNSS reference station and antenna.

3.02.02 INSTALLATION

The installation phase will include the install of the GNSS antenna and the GNSS receiver according to the recommendations referenced from the report, initial setup of the GNSS receiver based on provided instructions from the State, and a full system test, including any troubleshooting, required for a successful installation. Deliverables following completion of each site installation include a written report detailing the tasks, how they were completed, and a list of all equipment, including serial numbers and photos of the installed equipment, are required to be submitted to the State.

SEC. 3.03 REPRESENTATIVE PROJECT

The first representative project resulting from this solicitation is requesting water level observation services detailed in Section 3 Water Level Observations Scope of Work for the following locations. Some sites have been identified as possible non-tidal locations. These stations will require use of sensor arrays during reconnaissance to determine point of non-tidal influence and location of short-term water level station. The cost for this determination should be included in the fixed cost for each site. The State will award these stations in whole or in part based on costs and budget.

3.03.01 REPRESENTATIVE PROJECT TIMELINE

DESCRIPTION	ANTICIPATED START DATE	END DATE
Overall Project Timeline	August 01, 2023	July 31, 2028

3.03.02 LOCATION OF WATER LEVEL OBSERVATION STATIONS

STATION NUMBER	LATITUDE	LONGITUDE	STATION NAME	NON-TIDAL
1	59.9963	-139.541266	Disenchantment Bay	NA
2	60.34877	-172.743667	St. Matthew Island	NA
3	66.60217	-159.999947	Selawik	Possible
4	64.67879	-163.40477	White Mountain	Possible
5	60.66655	-145.988479	Sheep Bay, Prince William Sound	NA
6	60.25675	-152.897668	North Tuxedni Bay	NA
7	58.48299	-152.653229	Shuyak Harbor	NA
8	56.76546	-157.360605	Eagle Island, Amber Bay	NA
9	55.89241	-159.505283	Ivanof Bay	NA
10	60.11428	-167.387325	West Nunivak Island	NA
11	66.75683	-161.96727	Riley Channel, Kotzebue Sound	NA
12	58.89782	-135.850292	Adams Inlet	NA
13	57.51795	-133.074403	Endicott Arm, North Dawee Glacier	NA
14	57.8708	-133.174536	Tracy Arm	NA
15	59.03719	-136.166916	Muir Inlet	NA

16	55.71788	-130.851135	Walker Cove	NA
17	55.23395	-130.098511	Halibut Bay, Portland Canal	Possible
18	57.68783	-133.129803	Fords Terror	NA
19	56.43275	-131.391027	E. Fork, Bradfield River	NA
20	56.68202	-132.253722	Limb Island, Stikine River	NA
21	57.01994	-132.825715	Ruth Island, Thomas Bay	NA
22	57.34487	-133.102443	North Arm, Port Houghton	NA
23	58.00631	-133.792072	Port Snettisham	NA
24	58.13894	-133.710379	Speel River	NA
25	58.43957	-133.989609	Taku River	NA
26	56.7815	-133.29418	Duncan Canal	NA
27	63.1118	-169.4051	Kiana	Possible
28	70.9104	-153.2307	Pinnacle Rock	NA
29	68.8759	-166.1071	Wide Bay	NA
30	58.673	-156.6597	Meade River Delta	NA
31	70.5908	-159.8685	Maknek River	NA
32	58.6619	-162.0689	Colville River	NA
33	51.4279	179.0107	Omikmak Creek	NA
34	70.1775	-145.869	Sinclair River	NA
35	70.7951	-152.197	Smith River	NA
36	70.3522	-161.7463	Egaksrak River	NA
37	64.66	-162.159	Flaxman Island	NA
38	70.4466	-151.876	Mary Sachs Entrance	NA
39	66.9696	-160.4149	Selin Creek	NA
40	70.8918	-157.8093	Tulugak Creek	NA

SEC. 3.04 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, for five years. There will be one, two-year renewal option for this contract, which may be exercised at the sole discretion of the State.

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

SEC. 3.05 CONTRACT TYPE

The resulting contract will be a Master Agreement (MA). The dollar amount shown on the MA will be the maximum dollar amount to be spent for all services provided under the agreement. The State does not guarantee a minimum or maximum number of services to be provided, or dollar amount to be spent under any contract resulting from this RFP. Future projects will be awarded through Task Order Solicitations using the process set by section 3.06 Task Order Solicitation And Delivery Order Process.

SEC. 3.06 TASK ORDER SOLICITATION AND DELIVERY ORDER PROCESS

Once the MA is established this process will be used to issue Task Order Solicitation against the MA. When the State requires services under an MA the DNR Procurement Officer or Project Manager will issue a Task Order Solicitation to the contractors. The solicitation will be a written document sent by email; will outline the required services to be provided; will inform the contractor how the proposal responses will be evaluated and will set a deadline for receipt of a proposal. The Response will be evaluated solely on cost.

The Contractor shall provide a written negotiable cost estimate within the designated timeframe for the services. Evaluation of the Task Order Solicitation will be in accordance State Procurement Code. Task Order Solicitations may require Contractors to return a Task Order Solicitation Response Form.

The State may negotiate the services or costs in the offered proposal within the parameters of the State Procurement Code. Once an agreement is reached the State will issue a written Delivery Order to the Contractor authorizing the work.

If a Contractor has a potential conflict of interest with providing required services or is otherwise unable or unavailable to do the required work within the required timeline the State reserves the right to acquire services off contract at its sole discretion under the provisions of the State Procurement Code.

The Contractor shall obtain State approval of each person or subcontractor assigned to work under a specific Delivery Order prior to beginning work. Should the Contractor provide services by a person not approved before work begins on the Delivery Order, those services may not be subsequently approved for payment. The State reserves the right to withdraw approval of any person or subcontractor by written notice to the Contractor.

The total cost for a project will not exceed the amount authorized on the Delivery Order without prior written approval from the DNR Project Manager or Procurement Officer. If at any time during the performance of the Delivery Order the Contractor has reason to believe the amount authorized on the Task Order will be exceeded the Contractor will notify the DNR Project Manager and provide a justification and an estimate of the additional cost for completion of the work. Similarly, if at any time during the performance of the Delivery Order the State has reason to believe that the work required will exceed the total cost due to a change in conditions, or if additional work will be required, the DNR Project Manager will so advise the Contractor and will require revised cost estimates from the Contractor.

The State will not be obligated to pay any amount in excess of the total cost set forth in any Delivery Order. If condition changes increase the Delivery Order amount, the Contractor will not be obligated to continue performance resulting in charges exceeding the price unless and until the DNR Procurement Officer has authorized the increase in writing and a revised Delivery Order has been issued.

Revision of Delivery Orders will be issued when an extension of time is needed to complete the project, or when the scope of work has been modified by the State, which may cause a change in the project costs. The revised Delivery Order must be signed by both the DNR Project Manager and the firm's authorized signatory prior to performing any additional work incurring additional cost or working past the original time limit. Inability of a firm to follow these procedures may be grounds for dismissal from a project or termination of their contract(s) with the State.

No work will commence by the Contractor without a prior authorization by DNR.

SEC. 3.07 PROPOSED PAYMENT PROCEDURES

The State will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report, and the invoice has been approved by the project manager.

Invoice Milestones	Percent of total cost per site per Delivery Order (DO)
Milestone 1: Reconnaissance complete	20% of fixed cost per site
Milestone 2: Water Level Installation complete	60% of fixed cost per site

Milestone 3: Removal complete and report accepted	20% of fixed cost per site
Unscheduled Maintenance – upon completion of work	100% of time and materials

SEC. 3.08 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Natural Resources 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 federal, state, or local taxes. All costs associated with the contract must be stated in U.S. currency.

Payment for agreements under \$500,000.00 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

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

SEC. 3.09 LOCATION OF WORK

The locations the work is to be performed, completed, and managed will be located throughout Alaska.

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

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

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

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

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

SEC. 3.10 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 offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the State's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license;

If a subcontractor on the list did not have a valid Alaska business license at the close of the RFP, the Offeror may not use the subcontractor in the performance of the contract and shall replace the subcontractor with a subcontractor who had a valid Alaska business license at the close of the RFP.

- a written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to rendering the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the State to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project manager.

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

SEC. 3.11 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.12 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. 3.13 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 manager or procurement officer. Changes that are not approved by the State may be grounds for the State to terminate the contract.

SEC. 3.14 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 manager. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project manager 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.

The 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. 3.15 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 manager 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 Natural Resources or the Commissioner's designee.

SEC. 3.16 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 dissemination of confidential information except as provided for in this section. The Contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the Contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The Contractor must promptly notify the State in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

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

If confidential information is requested to be disclosed by the Contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable federal or state 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. 3.17 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. 3.18 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 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. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
\$1,000,000 or over	Refer to Risk Management

SEC. 3.19 TERMINATION FOR DEFAULT

If the project manager or procurement 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 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 INTRODUCTION

Proposals must include the complete name and address of the offeror's firm and the name, mailing address, and telephone number of the person the State should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

The State discourages overly lengthy and costly proposals, however, in order for the State to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

SEC. 4.02 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

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

(b) OFFEROR'S CERTIFICATION

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

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; 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.

(c) VENDOR TAX ID

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

(d) CONFLICT OF INTEREST

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

(e) FEDERAL REQUIREMENTS

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

SEC. 4.03 EXPERIENCE AND QUALIFICATIONS

Offerors must provide an organizational chart specific to 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 and provide the following information about each person listed:

- title,
- resume,

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

SEC. 4.04 UNDERSTANDING OF THE PROJECT

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

SEC. 4.05 COST PROPOSAL

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, 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. The State may award in whole or in part based on costs and budget. No additional charges shall be allowed.

SEC. 4.06 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100

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 the Technical portion of all responsive proposals.
- 3) Each responsive Technical 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 proposals 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 PEC 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 5.06 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 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.

SEC. 5.03 SCORING METHOD AND CALCULATION

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in Sections 5.

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (40%)

Proposals will be evaluated against the questions set out below:

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

- a) How well has the firm demonstrated experience in installing short-term and long-term water level observation stations in Alaska?
- b) How well has the firm demonstrated experience meeting NOAA specifications for VDatum and tidal datum determination in Alaska?
- c) How well has the firm demonstrated experience with environmental compliance and permitting across multiple land ownership boundaries for short-term and long-term water level observation stations in Alaska?
- d) How well has the firm demonstrated experience with installing and maintaining GNSS COR stations, use of data for secondary applications of reflectometry, and installation techniques that meet the National Geodetic Survey national COR network stability standards?

SEC. 5.05 UNDERSTANDING OF THE PROJECT (10%)

Proposals will be evaluated against the questions set out below:

- 1) How well has the offeror demonstrated a thorough understanding of NOAA VDatum and Tidal Datum specifications in the scope of the project?
- 2) How well has the offeror demonstrated a thorough understanding of GNSS, use of data for secondary applications of reflectometry, and installation techniques that meet the National Geodetic Survey national COR network stability standards?

SEC. 5.06 CONTRACT COST (40%)

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 = 40):**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 100 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 40 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, 40 points.

Offeror #2 receives 37.43 points.

$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 37.43$

Offeror #3 receives 33.68 points.

$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 33.68$

SEC. 5.07 ALASKA OFFEROR PREFERENCE (10%)

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:

100 Total Points Available in RFP x 10% Alaska Offeror preference = 10 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	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offeror Preference	10 points
Offeror #3	80 points	Alaska Offeror Preference	10 points

Step 3

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

Offeror #1	83 points
Offeror #2	84 points (74 points + 10 points)
Offeror #3	90 points (80 points + 10 points)

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

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 manager 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, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

SEC. 6.03 SITE INSPECTION

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

SEC. 6.04 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer 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. 6.05 DISCUSSIONS WITH OFFERORS

The State may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer 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. 6.06 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three State employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in SECTION 5. Evaluation Criteria And Contractor Selection.

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

SEC. 6.07 CONTRACT NEGOTIATION

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

If the contract negotiations take place the procurement officer will provide a dial in teleconference number.

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

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

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

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.10 PROTEST

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

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

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least 10 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 10 days after the date the Notice of Intent to Award the contract is issued.

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

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

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

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

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

SEC. 6.11 APPLICATION OF 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: [Application Of Preferences](#).

- 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. 6.12 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. 6.13 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, not to exceed \$5,000.00, 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. 6.14 STANDARD CONTRACT PROVISIONS

The Contractor will be required to sign and submit 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 to.
- 2) Identify why the provision is unjust, unreasonable, etc.
- 3) Identify exactly what suggested changes should be made.

SEC. 6.15 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. 6.16 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.17 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. 6.18 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. 6.19 RIGHT OF REJECTION

Offerors must comply with all the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable federal, state, and local laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all 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 it is not in the best interest of the State.

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

SEC. 6.20 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. 6.21 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 rejects 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. 6.22 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. 6.23 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. 6.24 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. 6.25 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.19 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. 6.26 SOLICITATION ADVERTISING

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

SEC. 6.27 FEDERALLY IMPOSED TARIFFS

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

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

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

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

ATTACHMENTS:

- 1) Standard Agreement Form for Professional Services with Appendix A – General Provisions;
- 2) Certification of Entitlement to the Alaska Bidder Preference;
- 3) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion;
- 4) Cost Proposal;
- 5) Co-Ops Environmental Compliance Best Management Practices (BMPS).

ATTACHMENT 1**STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES**

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of	Division	hereafter the State, and	
9. Contractor		hereafter the Contractor	
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. Article 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>Article 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the Contractor.</p> <p>Article 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.</p> <p>Article 4. Considerations:</p> <p>4.1 In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the Contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of	Attention: Division of		
Mailing Address	Attention:		
12. CONTRACTOR		14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division	Date		
Signature of Project Manager		Typed or Printed Name	
Typed or Printed Name of Project Manager		Title	
Title			

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

APPENDIX A

GENERAL PROVISIONS

Article 1. Definitions

- 1.1 In this contract and appendices, "Project Manager" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the Contractor's facilities and activities under this contract.
- 2.2 The Contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes

- 3.1 If the Contractor has a claim arising in connection with the contract 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 – 632.

Article 4. Equal Employment Opportunity

- 4.1 The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall take affirmative action to ensure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy, or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.

- 4.2 The Contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the Contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The Contractor shall include the provisions of this article in every contract and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "Contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The Contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the Contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the Contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to ensure compliance with all federal and state laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination

The Project Manager, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the Contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation

The Contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Manager and the Agency Head.

Article 7. No Additional Work or Material

No claim for additional services, not specifically provided in this contract, performed, or furnished by the Contractor, will be allowed, nor may the Contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Manager and approved by the Agency Head.

Article 8. Independent Contractor

The Contractor and any agents and employees of the Contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9. Payment of Taxes

As a condition of performance of this contract, the Contractor shall pay all federal, state, and local taxes incurred by the Contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the Contractor. The Contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the Contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the Contractor agrees that this paragraph supersedes any such statement and renders it void. The Contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Manager. Unless otherwise directed by the Project Manager, the Contractor may retain copies of all the materials.

Article 11. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12. Conflicting Provisions

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the Contractor may seek to add. The Contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The Contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the Contractor for acts of Contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit

The Contractor must comply with all applicable federal or state laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees:

The Contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the Contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15. Compliance:

In the performance of this contract, the Contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

ATTACHMENT 2

CERTIFICATION OF ENTITLEMENT TO THE ALASKA BIDDER PREFERENCE

I am the offeror or a duly authorized agent of the offeror, and I certify that the offeror is entitled to the Alaska Bidder Preference. I know and understand that the Alaska Bidder Preference provides for substantial benefits which could be favorable to the offeror, and which could affect the award of the Request for Proposals to the offeror's benefit. I am aware that falsely claiming the Alaska Bidder Preference is a violation of the State of Alaska Procurement Code (AS 36.30) and may be cause for felony prosecution and conviction.

I offer the following evidence or statements in support of my Certification of Entitlement to the Alaska Bidder Preference:

1. As of the deadline for receipt of the proposal, the offeror possesses a valid Alaska business license in any one of the following forms:
 - a 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 notarized affidavit that the offeror has applied and paid for the Alaska business license.
2. In addition to holding a current Alaska business license prior to the deadline for receipt of proposals, the offeror:
 - (a) is submitting a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
 - (b) 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 bid;
 - (c) 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*
 - (d) if a joint venture, is composed entirely of ventures that qualify under items (a)-(c) of this subsection.

Signature of Offeror or Offeror's Authorized Agent

Date

Printed Name

ATTACHMENT 3
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE
WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

The prospective recipient of federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective recipient of federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name of Representative: _____.

Title of Representative: _____.

Signature: _____.

Date: _____.

1. Is this company enrolled in the Federal System for Awards Management (SAM)? YES NO
2. If Yes, please provide either the DUNS Number _____ or the Cage Code _____.
3. If No, the company must be enrolled in SAM before a contract can be signed or payment made on a contract involving federal funds. Failure to do so will result in cancellation of the contract.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

ATTACHMENT 4

COST PROPOSAL FORM

Offerors must be aware this is a Request for Proposal process. Cost is only one of the factors that will be used to evaluate proposals submitted in response to this RFP. Other factors that will be evaluated are outlined in Section 5.

Offerors are to submit their cost using this Cost Proposal Form. Costs offered are to remain firm for the duration of the Delivery Order for the initial representative project and are to include all direct and indirect costs associated with providing required services, including, but not limited to, payroll, supplies, equipment, overhead, and profit. The cost estimate for each station will be firm fixed for reconnaissance, installation, and removal and will be the rate the Contractor shall invoice the State for services. Unscheduled maintenance and benchmark installation costs for each station shall be invoiced as time and material and shall not-to exceed amount identified in column 4. Failure to complete and submit this Cost Proposal form will result in rejection of the offer as being non-responsive. **The costs offered on this form are not exclusive to future Task Order Solicitations.**

As stated, the quantities of services are as needed. The State may award in whole or in part, the stations identified in this Scope of Work at its sole discretion. The State will only pay for the actual services provided. The number of services needed may vary based upon the actual needs of the State. The State does not guarantee a minimum or maximum number of services under any resulting contract.

The cost estimate provided in the offeror's cost proposal will be firm fixed for reconnaissance, installation, and removal of each water level station and will be the rate the Contractor shall invoice the State for services.

The Total Price listed on Cost of Recon, Installation, and Removal of Stations (column 3 in the table below) will be the ONLY cost evaluated, however offerors are required to provide the price for Not To Exceed Cost For Unscheduled Maintenance (column 4 in the table below).

Provide the following for each station in the table below: (1) firm fixed costs for reconnaissance, installation, and removal of stations; and (2) not to exceed costs for unscheduled maintenance.

STATION NUMBER	STATION NAME	COLUMN 3 COST OF RECON, INSTALLATION, AND REMOVAL OF STATIONS	COLUMN 4 NOT TO EXCEED COST FOR UNSCHEDULED MAINTENANCE
1	Disenchantment Bay		
2	St. Matthew Island		
3	Selawik		
4	White Mountain		
5	Sheep Bay, Prince William Sound		
6	North Tuxedni Bay		
7	Shuyak Harbor		
8	Eagle Island, Amber Bay		
9	Ivanof Bay		
10	West Nunivak Island		
11	Riley Channel, Kotzebue Sound		
12	Adams Inlet		
13	Endicott Arm, North Dawee Glacier		
14	Tracy Arm		
15	Muir Inlet		
16	Walker Cove		
17	Halibut Bay, Portland Canal		
18	Fords Terror		
19	E. Fork, Bradfield River		
20	Limb Island, Stikine River		

21	Ruth Island, Thomas Bay		
22	North Arm, Port Houghton		
23	Port Snettisham		
24	Speel River		
25	Taku River		
26	Duncan Canal		
27	Kiana		
28	Pinnacle Rock		
29	Wide Bay		
30	Meade River Delta		
31	Maknek River		
32	Colville River		
33	Omikmak Creek		
34	Sinclair River		
35	Smith River		
36	Egaksrak River		
37	Flaxman Island		
38	Mary Sachs Entrance		
39	Selin Creek		
40	Tulugak Creek		
41	TOTAL OF LINES 1 - 40		

1. OFFEROR CERTIFICATION:

Company Name:
Authorized Representative's Printed Name:
Authorized Representative's Signature:
Date Cost Proposal Signed:

2. PREFERENCE CERTIFICATION:

ITEM	QUESTION	YES	NO
1.	Does your company qualify for the Alaska Bidder's Preference?		
2.	Does your company qualify for the Alaska Veteran's Preference? If yes, provide a copy of your DD 214 with your service/social security number, date of birth, and other Privacy Act protected information redacted or "inked" out.		
3.	Does your company qualify for the Alaskans with Disabilities preference? If yes, you must provide a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		
4.	Does your company qualify for the Employment Program Preference? If yes, you must provide a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		

END OF COST PROPOSAL FORM

ATTACHMENT 5

CO-OPS ENVIRONMENTAL COMPLIANCE BEST MANAGEMENT PRACTICES (BMPS)

CO-OPS ENVIRONMENTAL COMPLIANCE CHECKLIST BEST MANAGEMENT PRACTICES (BMPS)		Version 1.0, March 2018
Name station(s) covered by this form: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
		COMMENTS
ARE THERE ANY PERMITS REQUIRED? <i>If yes, please list in comments.</i>	<input style="width: 40px; border: 1px solid black;" type="text"/>	
ANY FEDERAL/STATE/TRIBAL AGENCY COORDINATION REQUIRED? <i>If yes, please list in comments.</i>	<input style="width: 40px; border: 1px solid black;" type="text"/>	
PROTECTION OF MARINE MAMMALS AND/OR MARINE SPECIES. <i>Is there a designated lookout assigned during ops? Please list any encounters in comments.</i>	<input style="width: 40px; border: 1px solid black;" type="text"/>	
DIVE SAFETY. <i>Did divers employ precautions to prevent unnecessarily disturbing biota and fauna?</i>	<input style="width: 40px; border: 1px solid black;" type="text"/>	
GEAR STERILIZATION. <i>Was dive gear rinsed and/or sterilized? If yes, select method(s), and if no, please explain.</i> <input type="checkbox"/> Freshwater Rinse <input type="checkbox"/> ENVIROGUARD 64® Solvent Rinse <input type="checkbox"/> Other (Describe in comments section)	<input style="width: 40px; border: 1px solid black;" type="text"/>	
SENSOR EQUIPMENT MAINTENANCE. <i>Were precautions taken to avoid chemicals entering bodies of water?</i> 1. Equipment was cleaned away from the water/marina/boat basin. 2. Sprays, sealants, degreasers, and cleaning agents (like Simple Green®) were isolated from the water/marina/basin 3. Paper towels (or some type of barrier) were used under work area when close to the water/marina/boat basin.	<input style="width: 40px; border: 1px solid black;" type="text"/> <input style="width: 40px; border: 1px solid black;" type="text"/> <input style="width: 40px; border: 1px solid black;" type="text"/> <input style="width: 40px; border: 1px solid black;" type="text"/>	
SAFE DISPOSAL. 1. Bagged and loose dessicant were disposed of properly. 2. Large batteries were removed and returned to the lab for safe disposal. 3. Zip ties and all other waste created by the team, was disposed of properly.	<input style="width: 40px; border: 1px solid black;" type="text"/> <input style="width: 40px; border: 1px solid black;" type="text"/> <input style="width: 40px; border: 1px solid black;" type="text"/>	
OTHER. <i>If yes, please describe and explain in comments.</i>	<input style="width: 40px; border: 1px solid black;" type="text"/>	
Additional Comments:		