

# STATE OF ALASKA REQUEST FOR PROPOSALS



## RESPONDER SUPPORT CAMPS FOR DISASTER RESPONSE WITHIN ALASKA RFP 230000031

ISSUED JULY 7, 2023

THE STATE OF ALASKA, DEPARTMENT OF MILITARY AND VETERANS AFFAIRS, DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT IS SEEKING COMPETITIVE PROPOSALS FOR QUALIFIED CONTRACTORS TO PROVIDE, SUPPLY, AND MAINTAIN AS NEEDED RESPONDER SUPPORT CAMPS FOR DISASTER OR EMERGENCY RESPONSE WITHIN THE STATE OF ALASKA SPECIFIED WITHIN THIS RFP.

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ISSUED BY:

DEPARTMENT OF MILITARY AND  
VETERANS AFFAIRS  
DIVISION OF ADMINISTRATIVE SERVICES

PRIMARY CONTACT:

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(907) 428-7221

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**OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.**

**IMPORTANT NOTICE:** IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS.

# TABLE OF CONTENTS

<b>SECTION 1.</b>	<b>INTRODUCTION &amp; INSTRUCTIONS .....</b>	<b>4</b>
SEC. 1.01	PURPOSE OF THE RFP .....	4
SEC. 1.02	BUDGET .....	4
SEC. 1.03	DEADLINE FOR RECEIPT OF PROPOSALS .....	4
SEC. 1.04	PRIOR EXPERIENCE .....	4
SEC. 1.05	REQUIRED REVIEW .....	4
SEC. 1.06	QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS .....	5
SEC. 1.07	RETURN INSTRUCTIONS .....	5
SEC. 1.08	ASSISTANCE TO OFFERORS WITH A DISABILITY .....	6
SEC. 1.09	AMENDMENTS TO PROPOSALS .....	6
SEC. 1.10	AMENDMENTS TO THE RFP .....	6
SEC. 1.11	RFP SCHEDULE .....	6
SEC. 1.12	PRE-PROPOSAL TELECONFERENCE .....	7
SEC. 1.13	ALTERNATE PROPOSALS .....	7
SEC. 1.14	NEWS RELEASES .....	7
<b>SECTION 2.</b>	<b>BACKGROUND INFORMATION .....</b>	<b>8</b>
SEC. 2.01	BACKGROUND INFORMATION .....	8
<b>SECTION 3.</b>	<b>SCOPE OF WORK &amp; CONTRACT INFORMATION .....</b>	<b>9</b>
SEC. 3.01	SCOPE OF WORK .....	9
SEC. 3.02	CONTRACT TERM AND WORK SCHEDULE .....	9
SEC. 3.03	DELIVERABLES .....	9
SEC. 3.04	CONTRACT TYPE .....	21
SEC. 3.05	PROPOSED PAYMENT PROCEDURES .....	21
SEC. 3.06	CONTRACT PAYMENT .....	21
SEC. 3.07	CONTRACT PRICE ADJUSTMENTS .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
SEC. 3.08	LOCATION OF WORK .....	22
SEC. 3.09	SUBCONTRACTORS .....	22
SEC. 3.10	JOINT VENTURES .....	23
SEC. 3.11	CONTRACT PERSONNEL .....	23
SEC. 3.12	INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES .....	23
SEC. 3.13	CONTRACT CHANGES - UNANTICIPATED AMENDMENTS .....	23
SEC. 3.14	NONDISCLOSURE AND CONFIDENTIALITY .....	24
SEC. 3.15	INDEMNIFICATION .....	24
SEC. 3.16	INSURANCE REQUIREMENTS .....	25
SEC. 3.17	TERMINATION FOR DEFAULT .....	25
<b>SECTION 4.</b>	<b>PROPOSAL FORMAT AND CONTENT .....</b>	<b>26</b>
SEC. 4.01	INTRODUCTION .....	26
SEC. 4.02	PROPOSAL CONTENTS .....	26
SEC. 4.03	EXPERIENCE AND QUALIFICATIONS .....	27
SEC. 4.04	UNDERSTANDING OF THE PROJECT .....	27
SEC. 4.05	METHODOLOGY USED FOR THE PROJECT .....	27
SEC. 4.06	MANAGEMENT PLAN FOR THE PROJECT .....	27
SEC. 4.07	COST PROPOSAL .....	28
SEC. 4.08	EVALUATION CRITERIA .....	28
<b>SECTION 5.</b>	<b>EVALUATION CRITERIA AND CONTRACTOR SELECTION .....</b>	<b>29</b>
SEC. 5.01	SUMMARY OF EVALUATION PROCESS .....	29
SEC. 5.02	EVALUATION CRITERIA .....	29
SEC. 5.03	SCORING METHOD AND CALCULATION .....	30
SEC. 5.04	EXPERIENCE AND QUALIFICATIONS (12.5%) .....	31
SEC. 5.05	UNDERSTANDING OF THE PROJECT (12.5%) .....	31
SEC. 5.06	METHODOLOGY USED FOR THE PROJECT (12.5%) .....	32
SEC. 5.07	MANAGEMENT PLAN FOR THE PROJECT (12.5%) .....	32
SEC. 5.08	CONTRACT COST (40%) .....	32
SEC. 5.09	ALASKA OFFEROR PREFERENCE (10%) .....	33
<b>SECTION 6.</b>	<b>GENERAL PROCESS AND LEGAL INFORMATION .....</b>	<b>35</b>
SEC. 6.01	INFORMAL DEBRIEFING .....	35
SEC. 6.02	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES .....	35
SEC. 6.03	SITE INSPECTION .....	36
<b>SEC. 6.04</b>	<b>CLARIFICATION OF OFFERS .....</b>	<b>36</b>

**RESPONDER SUPPORT CAMPS FOR DISASTER OR  
EMERGENCY RESPONSE WITHIN ALASKA**

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<b>SEC. 6.05</b>	<b>DISCUSSIONS WITH OFFERORS</b> .....	36
SEC. 6.06	EVALUATION OF PROPOSALS .....	36
<b>SEC. 6.07</b>	<b>CONTRACT NEGOTIATION</b> .....	36
<b>SEC. 6.08</b>	<b>FAILURE TO NEGOTIATE</b> .....	37
SEC. 6.09	OFFEROR NOTIFICATION OF SELECTION .....	37
<b>SEC. 6.10</b>	<b>PROTEST</b> .....	37
<b>SEC. 6.11</b>	<b>APPLICATION OF PREFERENCES</b> .....	38
<b>SEC. 6.12</b>	<b>ALASKA BIDDER PREFERENCE</b> .....	39
<b>SEC. 6.13</b>	<b>ALASKA VETERAN PREFERENCE</b> .....	39
<b>SEC. 6.14</b>	<b>STANDARD CONTRACT PROVISIONS</b> .....	40
<b>SEC. 6.15</b>	<b>QUALIFIED OFFERORS</b> .....	40
<b>SEC. 6.16</b>	<b>PROPOSAL AS PART OF THE CONTRACT</b> .....	40
<b>SEC. 6.17</b>	<b>ADDITIONAL TERMS AND CONDITIONS</b> .....	40
<b>SEC. 6.18</b>	<b>HUMAN TRAFFICKING</b> .....	40
<b>SEC. 6.19</b>	<b>RIGHT OF REJECTION</b> .....	41
<b>SEC. 6.20</b>	<b>STATE NOT RESPONSIBLE FOR PREPARATION COSTS</b> .....	41
<b>SEC. 6.21</b>	<b>DISCLOSURE OF PROPOSAL CONTENTS</b> .....	41
<b>SEC. 6.22</b>	<b>ASSIGNMENT</b> .....	42
<b>SEC. 6.23</b>	<b>DISPUTES</b> .....	42
<b>SEC. 6.24</b>	<b>SEVERABILITY</b> .....	42
<b>SEC. 6.25</b>	<b>SUPPLEMENTAL TERMS AND CONDITIONS</b> .....	42
<b>SEC. 6.26</b>	<b>SOLICITATION ADVERTISING</b> .....	42
<b>SEC. 6.27</b>	<b>FEDERALLY IMPOSED TARIFFS</b> .....	42
<b>SECTION 7.</b>	<b>ATTACHMENTS</b> .....	<b>44</b>
SEC. 7.01	ATTACHMENTS .....	44

## **SECTION 1. INTRODUCTION & INSTRUCTIONS**

### **SEC. 1.01 PURPOSE OF THE RFP**

The Department of Military and Veterans Affairs, Division Homeland Security and Emergency Management, is soliciting competitive proposals from qualified contractors to provide, supply and maintain as-needed Responder Support Camps for disaster and emergency response within the State of Alaska as specified within this RFP. The award of this RFP may result in a possible award of a Master Agreement (MA) contract. If a MA is awarded the MA may include an award of multiple Contractors.

### **SEC. 1.02 BUDGET**

Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management, estimates a budget not to exceed \$15,000,000.00 dollars for the full term of this contract to include renewal options.

Issuance of a Delivery Order (DO) is dependent on the disaster and/or emergencies during the time the awarded Master Agreement will be active and there are no guarantees that a DO will be issued from the results of this solicitation. Actual cost will vary depending upon the number of services required by disaster(s) occurring within the contract period. The State does not guarantee a minimum or maximum number of services to be performed or a dollar amount to be spent under any contract resulting from this RFP.

### **SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS**

Proposals must be received no later than 2:00 P.M. prevailing Alaska Standard Time on July 28, 2023, as indicated by postmark or email timestamp and late proposals will not be considered.

### **SEC. 1.04 PRIOR EXPERIENCE**

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

- A minimum of three (3) years' experience designing, mobilizing, demobilizing, providing, supplying, and maintaining field camps in remote areas during natural disaster or emergencies; and
- experience in working in remote locations including wildlife management for Responder Support Camps.

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

### **SEC. 1.05 REQUIRED REVIEW**

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

## SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

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

**Procurement Officer:** Brandy L. Halverson

**Email:** [MvaDasProcurement@alaska.gov](mailto:MvaDasProcurement@alaska.gov)

**Phone:** 907.428.7221

## SEC. 1.07 RETURN INSTRUCTIONS

If submitting a hard copy proposal, Offerors must submit one hard copy of their proposal to the procurement officer in a sealed package. The cost proposal included with 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 Military and Veterans Affairs  
Division of Administrative Services  
Attention: Brandy L. Halverson  
Request for Proposal (RFP) Number: 230000031

RFP Title: Responder Support Camps for Disaster or Emergency Response within Alaska

If using U.S. mail, please use the following address:

P.O. BOX 5308  
JOINT BASE ELMENDORF-RICHARDSON, ALASKA 99505

If using a delivery service, please use the following address:

49000 ARMY GUARD ROAD, SUITE B105B  
JOINT BASE ELMENDORF-RICHARDSON, ALASKA 99505

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to [MvaDasProcurement@alaska.gov](mailto:MvaDasProcurement@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. If you are emailing your proposal, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror's responsibility to contact the issuing agency at 907-428-7221 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

### **SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY**

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

### **SEC. 1.09 AMENDMENTS TO PROPOSALS**

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

### **SEC. 1.10 AMENDMENTS TO THE RFP**

If an amendment is issued before the deadline for receipt of proposals, 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 the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as the result of receiving new or amended proposals.

### **SEC. 1.11 RFP SCHEDULE**

RFP schedule set out herein represents the state's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Standard Time.

<b>ACTIVITY</b>	<b>TIME</b>	<b>DATE</b>
Issue Date / RFP Released	N/A	July 7, 2023
Pre-Proposal Conference	10:00 A.M. AKST	July 13, 2023
Deadline for Receipt of Proposals / Proposal Due Date	2:00 P.M. AKST	July 28, 2023
Proposal Evaluations Complete	N/A	August 2, 2023
Notice of Intent to Award	N/A	August 2, 2023
Contract Issued	N/A	August 15, 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 Military and Veterans Affairs, or the Commissioner's

designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

### **SEC. 1.12 PRE-PROPOSAL TELECONFERENCE**

A pre-proposal teleconference will be held at 10:00 A.M., Alaska Standard Time, on July 13, 2023. The purpose of the teleconference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. All questions raised during the meeting must be submitted in writing to the Procurement Officer and will be posted along with the answers on the Alaska Online Public Notice website as an Amendment to the RFP, as soon as possible after the meeting.

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

### **SEC. 1.13 ALTERNATE PROPOSALS**

Offerors may only submit one proposal for evaluation. In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

### **SEC. 1.14 NEWS RELEASES**

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

## **SECTION 2. BACKGROUND INFORMATION**

### **SEC. 2.01 BACKGROUND INFORMATION**

During a natural disaster or other emergency situations within Alaska, the State of Alaska, Department of Military and Veterans Affairs (DMVA), Division of Homeland Security and Emergency Management (DHS&EM) may need support responder support camps (RSC) to provide shelter, food and additional basic needs to emergency responders, security staff and contracted or volunteer staff and assets performing various services related to the emergency. This need is often located in remote communities accessible only by water or air. Access to the disaster area may be affected by but is not limited to fire, flooding, avalanches, tsunamis, acts of terrorism, or earthquake damage. In the past, RSC support has been provided during an emergency using State of Alaska’s emergency procurement procedures. However, this process is often delayed by lack of available resources or preempted by higher priority tasking. To expedite the process, DHS&EM is seeking to develop an as needed multi-year, multi-award contract with qualified contractors to provide full service RSCs on an as-needed basis throughout the State of Alaska.

## **SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION**

### **SEC. 3.01 SCOPE OF WORK**

The Department of Military and Veterans Affairs, Division of Homeland Security, is soliciting competitive proposals from qualified Contractors to provide, supply and maintain Responder Support Camps (RCS) for disaster or emergency responses within the State of Alaska as specified in this RFP.

The contract that results from this RFP will be a multiple award contract. The State will be issuing a maximum of two contracts. When service is required, the State will contact the most advantageous offeror first if multiple awards have been made. If the most advantageous offeror is unavailable to provide the required services within the required time the next advantageous offeror will be contacted. Additionally, if the most advantageous offeror is already involved in a large project for DHS&EM, the State may, at its sole discretion award the project to the next advantageous offeror. If neither of the two Contractors on the list are available to provide required services, the State will take necessary action to procure the services from non-contract sources within the required services from non-contract sources within the requirements of the State of Alaska Procurement Code.

### **SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE**

The length of the contract will be from the date of award, August 15, 2023, for approximately three consecutive years, with one, two-year, renewal options. The renewal is to be exercised at the sole discretion of the State with the same terms and conditions as the original contract.

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

### **SEC. 3.03 DELIVERABLES**

The Contractor will be required to provide the following deliverables:

#### **A. GENERAL**

A Master Agreement (MA) contract will be issued resulting from this RFP, this involves providing full RSC services to include but not limited to; camp design, mobilization, site preparation, installation, RSC management and operation and demobilization. All Delivery Orders with accompanying Task Orders against the Master Agreement will be issued when new services are requested.

Successful Contractor(s) must be in the business of designing, mobilizing, demobilizing, providing, supplying, and maintaining field camps on short notice in support of emergency or other remote operations. RSC operations will be 24 hours a day, 7 days a week during the contracted period. Successful Contractor(s) shall have the capability to provide engineering, environmental baseline, site design, and phasing analysis to assist effective planning and use of the RSC.

The State requires the Contractor to have experience designing, mobilization, demobilizing, supplying, and maintaining field camps in remote areas, remote communities, and remote sites located off the road system. There may be a need to setup several camps at different locations within the State of Alaska simultaneously.

## **B. FACILITIES**

RSC facilities offered in response to this RFP can be tents or modular units that meet all applicable design loads for wind, snow, seismic, flood and other potential environmental conditions or hazards that may likely be encountered within the State of Alaska.

Units must have heating and/or air conditioning to meet conditions expected during the tasking period. Floors must be leveled plywood or a State-approved equivalent, with the capability to be upgraded to arctic flooring (if required).

Billeting and latrine facilities are to be provided by the Contractor, these must include separate facilities for men and women.

The Contractor may be required to provide a temporary emergency medical clinic. The size of the clinic may vary due to the state of emergency. The clinic will be staffed by the State. The emergency medical clinic may be a tent, trailer, or other portable shelter. The type of configuration of the clinic will be determined by the State based on equipment the Contractor has readily available at their disposal.

The Contractor shall be responsible for meeting the manufacturer's recommended installation and maintenance specifications. The Contractor shall perform a local code review of the jurisdictional area where the RSC will be located and implement any requirements that are determined to be more stringent than the National Codes indicated in this RFP. A written compliance report shall be provided to the State of Alaska DMVA upon completion of this code review within 10 days after issuance of a Delivery Order.

## **C. CAMP SIZE AND DURATION OF SERVICE**

The size, type and duration of the camp and services will vary depending on the nature of the emergency. The RSC occupancy is defined as the numbers of individuals lodging at the RSC. At a minimum the Contractor should be prepared to support up to 250 emergency responders from local, State, and Federal agencies, and security staff consisting of 2 – 4 armed or unarmed state contracted security guards for a period that covers the duration that is determined by the project manager, including the dismantling and demobilization of the camp.

The period of RSC may be shorter or longer depending on the nature of the emergency including all deployed RSC locations. The Contractor may be tasked to simultaneously to provide multiple RSCs at multiple locations within Alaska depending on the States needs. The Contractor must have the flexibility to expand or reduce the camp size as required by the State. Scaling up or down will be in increments of 10 occupants and must be done within 10 calendar days of written notification by the State. For example, camp size may be reduced during winter months, usually October 1<sup>st</sup>

through May 15<sup>th</sup>, to house a minimum of number of emergency support and security staff but may expand during the summer months, usually May 16<sup>th</sup> through September 30<sup>th</sup>, to house contracted or volunteer staff doing construction or other emergency support or recovery phase operations in the area.

The actual timeframe for reduction or expansion of the camp will be dependent upon the camp location. For example, a camp at a community on the North Slope of Alaska may require a shorter expansion period while a camp at a community in Southeast Alaska many require a longer expansion period. The duration of the expansion or reduction period will be set by the State upon issuance of a Delivery Order.

A Delivery Order for a specific disaster or emergency may also require the camp to be in place and supported for up to 2 years to house volunteers, contracted construction workers and other personnel and assets conducting in the recovery phase operations.

#### **D. GENERAL**

The Contractor must be prepared to design and mobilize the RSC within 72 consecutive hours and have the camp setup and ready for occupancy anywhere in the State of Alaska within 168 consecutive hours after issuance of a Delivery Order. The 168 consecutive hour timeframe begins upon issuance of a Delivery Order and includes but is not limited to; camp design, mobilization (72 hours), site preparation, setup, and other task required to have the camp ready for occupancy (96 hours).

#### **E. DESIGN**

When the Contractor is issued a Delivery Order the Contractor shall provide site specific design plans, camp requirements, and layouts to the DMVA Project Manager in accordance with the RSC site spacing provided by the DMVA. The Contractor will implement storm water erosion control in accordance with Federal, State and local regulations including but not limited to obtaining permits, performing all necessary site improvements, and restoring the site to meet or exceed original site conditions.

#### **F. PERMITTING**

The Contractor is responsible for obtaining all required local, State, or Federal permit(s) for land use, health, safety, fuel and right of way. The Contractor must notify the Procurement Officer and the DMVA Project Manager immediately if circumstances raise any concerns about the Contractor's ability to obtain necessary permits. Throughout all phases of the RSC lifecycle the Contractor must comply with all applicable local, State and Federal rules and regulations associated with the operation of camp support systems and operate within the conditions of any permits obtained or applied for. This includes but is not limited to the operation of potable water systems and wastewater treatment systems; collection, storage, and disposal of hazardous and regulated waste; and collection and disposal of solid waste.

#### **G. TRANSITION PLAN**

The Contractor shall provide the DMVA Project Management Team a transition plan upon the issuance of a Delivery Order to ensure a smooth transition from award to full camp operational status (phase-in period). The transition plan for the phase-in period shall include at minimum mobilization, site preparation, transition with the existing Camp Contractor (if required), Contractor employee training and orientation, assessment of potential security risk, and assumption of full operational responsibility.

## **H. STAFFING**

The Contractor will be responsible for staffing the RSC with a team of trained specialist to professionally setup, operate, and manage the camp. This will include but not be limited to supervisory staff, administrative staff, food service workers, maintenance and cleaning staff, and any other requirement personnel. This may include staff to check-in and check-out occupants and visitors, and wildlife guards. Wildlife guards (if required) may be armed with both lethal and non-lethal weapons. Wildlife guards are required to carry all applicable state licensing and must be trained in proper use of the weapon(s), system(s), or method(s) employed at a particular RSC while following all State, Federal and local laws.

The Contractor will provide an on-site RSC Camp Manager to supervise operations and serve as a liaison with the DMVA On-Site Emergency Manager. There will be an RSC Camp Manager on site including mobilization and demobilization.

Whenever practicable the Contractor shall give displaced citizens the first opportunity for employment with the camp, assuming skills and capabilities are pertinent for the open position.

The Contractor and the Contractor's Staff shall adhere to Federal privacy laws, including the Privacy Act 1974. All Contractor personnel shall pass a background check. All responsibility and cost for background checks will be the responsibility of the Contractor. The Contractor is responsible for verification of all contracted employees of no convicted felonies.

The Contractor will be responsible for providing their staff with the proper seasonal clothing and equipment for the conditions expected during the contracted period. All Contractors must be easily identifiable with company labeled clothing.

## **I. SITE PREPARATION AND OPERATION**

The Contractor shall perform all work necessary to conduct a proper site elevation, preparation, installation, and use. The Contractor shall make the site ready for placement of all Contractors, government provided equipment, personnel, and assets.

The site condition may vary due to the location, the Contractor must perform all necessary site improvements to ensure drainage, expand the site dimensions, create parking areas, common areas and perform elective clearing and grubbing in accordance with all Federal, State, and local environmental regulations. The Contractor must follow United States Environmental Protection Agency and National Pollutant Discharge Elimination Systems. If the RSC should be on a sloped

site, the ground must be graded to allow water to drain away from the temporary structures. The Contractor will be responsible for designing and preparing positive drainage so that pools of water do not settle and stagnate in the camp area. The Contractor shall maintain campgrounds on a periodic basis to include brush clearing, grass cutting, snow plowing, sanding, salting, and if necessary, removal of snow piles.

Whenever practicable the Contractor must use local resources to preform site preparations an/or campgrounds maintenance, provided that the resources are available to adequately perform required task.

The Contractor shall meet requirements based on the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA), Endangered Species Act (ESA), Executive Order 11988 Floodplain Management, Executive Order 12898 Environmental Justice, and other environmental planning and historic preservation laws by following the conditions established through the DMVA environmental and historic preservation (EHP) review. These conditions will be established by DMVA’s Environmental staff based on the unique characteristic of each site. These include:

1. Complying with mitigation measures to reduce the impact to the environment as established by the EHP review, e.g., use of silt fences to reduce sedimentation, use of construction best management practices to reduce air quality issues, appropriate handling, disposition, remediation, or containment of hazardous materials, etc.,
2. Acquiring applicable Federal, State, or local environmental permits required for the project, e.g., Storm Water Pollution Prevention Permit (SWPPP), National Pollution Discharge Elimination Systems (NPDES) permit, construction permits, Clean Water Act Section 404 for fill, etc.; and
3. Immediate cessation of work and notifications to DMVA On-Site Emergency Manager or Project Manager if potential archaeological resources are discovered during construction and ground disturbance work.

## **J. BILLETING**

The Contractor shall provide billeting for personnel assigned to the camp. Billeting shall be provided in commercially available climate-controlled facilities which include floors, doors, lights, sleeping beds/cots and fire extinguishers in accordance with all applicable United States Department of Labor Occupational Safety and Health Administration (OSHA) 29 CFR 1910 and OSHA 29 CFR 1926 standards and requirements.

All billet facilities shall be installed in accordance with local codes, 2021 International Building Code, 2021 International Fire Code, 2021 International Fire Code and National Fire Protection (NFP) 101 Life Code, Chapter 28 New Dormitories and manufacturers approved engineering data. Billeting must be fully installed and ready for occupancy within 168 hours after issuance of a Delivery Order unless otherwise directed by DMVA Project Management. All structure engineering data shall be maintained on file in the RSC Camp Manager’s office.

Air movement within structures shall be in accordance with ANZI Z.4.1.4.2003 (R2018).

Billeting must be segregated by gender.

If the Contractors provides tents billeting, they shall be framed tents rated to meet the design loading requirements contained in Minimum Design Loads for Buildings and Other Structures, 3<sup>rd</sup> Printing Standards (Standard ASCE/SEI 7-10). Specification for wind loads, snow loads, seismic loads and flood loads are contained in Standard ASCE/SEI 7-10 and must be followed. Structures shall meet or exceed OSHA 29 CFR 1910 and 29 CFR 1926, all locally adopted building code regulations or the provisions of the 2021 International Building Code, 2021 International Fire Code, and the National Fire Protection Association for all occupancies that are erected.

For privacy windows must be screened with mesh suitable to prevent insect entry. The windows must be able to be opened and closed.

Flooring must be in accordance with OSHA 29 CFR 1910.142. Flooring shall be placed within all interior portion to provide a firm leveled working or living area. Entomology service shall be utilized to eliminate potential pest hazards prior to placing floors. Periodic screening and repeat applications shall be provided as needed to ensure inactivity of pest control. If pest become a problem, the Contractor will be responsible for getting rid of them. Additional pest control programs shall be put in place where applicable and in accordance with OSHA 29 CFR 1910 and other Federal, State and local standard requirements.

Lighting shall be provided at be provided at a rate of 20-foot candles. All lights shall be National Electrical Code (NEC) and UL listed for outdoor and wet conditions. Egress and emergency lighting shall be provided per 2021 International Fire Code Section 2403.

Standard charging stations for electrical devices such as cellular phones and laptops shall be provided to accommodate 2 devices per occupant throughout the sleeping quarters to accommodate 100% of the occupants.

Fire extinguishers shall be provided for each individual structure and sized appropriately for its occupancy and rated for Type ABC fires. Special areas such as kitchen may require other rated types of fire extinguishers appropriate for their specific location.

Sleeping cots or beds shall be provided for all occupants. If cots are used, they shall be construction of nylon and aluminum or equivalent and have a minimum capacity rating of 350 pounds (universal cots). If beds are used the mattresses shall be standard twin, 36 inches wide x 75 inches long x 6 inches high or larger with inner springs or coils. Foam mattresses may be substituted if approved in advance by the DMVA Project Manager. A pillow, blanket, sheets, and pillowcases shall be provided for each cot or bed. Mattresses and pillows should be sealed, waterproof or water-resistant, hypo-allergenic, and anti-microbial. Cost and beds shall be placed in compliance with all

applicable OSHA 29 CFR 1910 and CFR 1926 standards and requirements. The Contractor will provide clean bedding on a weekly basis during the contracted period.

Each occupant shall be provided with a personal storage box or locker and lock. The lock may be a combination or key. The storage box or locker should be a minimum capacity of 4 cubic feet with dimensions that allow it to be easily stored under or beside each bed or cot.

Each occupant shall be provided with privacy screening. The privacy screening shall allow enough room for the Universal Cot and the storage box or locker in each space.

#### **K. ADMINSTRATIVE AREAS**

The Contractor shall provide administrative areas equipped with internet access. If possible, these areas tented facilities or office trailers. The areas will be used to house the Contractor's Camp Management and the DMVA On-Site Emergency Manager. The number of government personnel will be determined at the time the Delivery Order is issued by the State. Administrative areas will be the location(s) for in-processing and out-processing of RSC inhabitants and RSC information boards. If armed security guards are provided by the State, or armed wildlife protection are provided by the Contractor, the Contractor shall provide secure containers where guards can clear their weapons in any of the main areas throughout the camp.

#### **L. COVERED WALKWAYS**

Due to extreme cold weather conditions in Alaska, the Contractor may be required to provide enclosed or covered walkways. Walkways must follow NFPA 101 Life Safety Code, International Building Code 2021 and Minimum Design Loads for Buildings and Other Structures (ASCE 7-05).

#### **M. OCCUPANT ILLNESS OR INJURIES**

The Contractor shall immediately notify the DMVA Project Manager or DMVA On-Site Emergency Manager of any occupant illness or injuries requiring any level of documentation and shall forward completed forms to DMVA Project Manager within 24 hours of the event. Information provided shall include all medical documentation, fund code, and type of hire (i.e., reservist, contractor staff, local hire, etc.).

#### **N. FOOD PREPARATION**

The Contractor shall provide; all food, beverages, kitchen staff, utensils, plates, bowls, cups, glasses, tools, or equipment and other required tools/resources that are required to prepare food during the contracted period. It is the Contractor's responsibility to provide healthy nutritional meals in accordance with current Federal and State guidelines. The Contractor must provide 3 meals a day during winter months and provide 4 meals a day during summer months. Healthy nutritional snacks and drinks should be made available during the day. The Contractor will be responsible for collection and disposal of all waste generated by the dining facility, to include but not limited to grease collection and disposal, garbage collection and disposal, and collection and disposal of all wastewaters.

**O. RESTROOM FACILITIES**

The Contractor shall provide heated portable restroom trailers or units with toilets at the RSC. The Contractor must ensure compliance with all applicable OSHA 29 CFR 1910 and 29 CFR 1926 and all Federal, State, and local requirements. These units shall be designed and certified for use by the Portable Sanitation Association International. All units must be fully serviced, to include cleaning and sanitization services at least once a day or more frequently as the site capacity requires or if directed by the DMVA On-Site Emergency Manager. All wastewaters shall be collected and disposed of at permitted treatment facilities. When available, public utilities shall be utilized by the Contractor. The Contractor must use public or private local companies, when possible, for wastewater collection and disposal.

The restroom facility must be equipped with hand sanitizer units and feminine hygiene products. Facilities must be screened/enclosed to ensure privacy and prevent individuals from seeing into the facility. Restrooms shall be segregated by gender and must follow Americans with Disabilities Act (ADA).

Water and sewer lines may be available depending on site location. The Contractor will be responsible for providing all toilet paper, hand sanitizer, and other janitorial supplies or products required for cleaning and operating the restroom facilities.

**P. SHOWER FACILITIES**

The Contractor shall provide heated mobile shower facilities to ensure compliance at a minimum with OSHA 29 CFR 1910 and CFR 1926. Facilities shall be screened/enclosed to ensure privacy and prevent individuals from walking by and seeing into the facility. Shower facilities shall have individual stalls, sinks, mirrors and outlets for hairdryers and electronic shavers. Units shall have hot and cold water and shall be serviced with an American Society of Mechanical Engineers (ASME) rated water heater and an anti-scaled valve for user safety. Heated water shall be provided at a minimum of 101 degrees Fahrenheit. Hand wash facilities shall be provided at RSC to meet camp population demands. All showers and sinks shall be sanitized twice daily with a disinfecting solution. Shower facilities shall be segregated by gender and ADA compliant.

The Contractor will be responsible for providing all paper towels and other supplies and equipment necessary for the cleaning and operation of shower facilities. When available, public utilities shall be utilized by the Contractor. The State also desires that public or private local companies be utilized when possible, for grey water collection and disposal.

**Q. LAUNDRY FACILITIES**

The Contractor shall provide laundry services and ensure that fresh, clean lines and towels are available daily upon request by each occupant. This includes all towels and wash clothes for showers, bedding, and for the dining facility. These basic services shall be provided to all camp occupants and included in the daily contract price. Laundry facilities for RSC occupants shall be provided on a 24-hour basis and the cost of this service included in the daily contract price.

**R. HAND-WASHING STATIONS**

The Contractor shall furnish sufficient hand-washing stations at each entrance to the dining area for personnel to use prior to entering. The Contractor must furnish sufficient hand-wash stations near restroom and billeting facilities in accordance with OSHA 29 CFR 1910 and 29 CFR 1926 requirements. Personnel cannot wait longer than 5 (five) minutes to use the hand-washing station. The Contractor is responsible for ensuring that hand wash stations remain stocked with hot and cold water, hand soap, and paper towels throughout the contract period. The Contractor is responsible for daily cleaning and sanitizing of hand-wash facilities.

**S. POWER AND HEATING.**

The Contractor shall provide power, heating and cooling as required, to meet the requirements of the camp with emergency backup heating or cooling for up to 72 hours on-site. Available site utilities will be specified in the Delivery Order. Temporary power, heating, and cooling when needed will be provided via mobile generators and heating and cooling units sized to support the facility as required. Units shall be self-contained and mobile. Over-the-road units shall be utilized if road access is available to the camp location, otherwise units must be capable of being transported by air, barge, or boat. Units shall be sound attenuated with noise levels at no higher than 69 dBA and located a reasonable distance from the billeting to allow for proper sleep of camp occupants. Panels and transformers shall be placed as required by the site configuration. Distribution shall be provided with cam lock connectors and sized to applications. GFCI outlet boxes shall be placed throughout the facility as design requires.

Wherever cabling crosses roadways or pedestrian area cable ramps shall be used for safety and protection. All electrical equipment shall be UL listed and rated for NEMA 3R and 4 applications. Electrical systems shall be installed by license electrical personnel.

Heating and cooling (if needed) shall be provided for all structures in sufficient capacities to meet different environmental conditions. All mobile heating and cooling units shall be operated on digital thermostat control system.

**T. ENVIRONMENTAL CONTROL**

The Contractor must ensure all facilities within the RSC are equipped with reserve cycle (heat) Environmental Control Units (ECUs), or comparable environmental control system capable of always maintaining the ambient temperature inside the facilities to 70 degrees Fahrenheit. All structures are required to maintain a controlled temperature of 70 degrees Fahrenheit regardless of the temperature and conditions outside the structure. The Contractor will be responsible for researching average and recorded low and high temperatures, sustained wind speeds, snow depths, ice, and other environmental conditions at the site designated in the Delivery Order and providing the equipment required to maintain a controlled temperature of 70 degrees Fahrenheit within all structures.

**U. WATER SUPPLY**

The Contractor must be responsible for providing potable water for all shower facilities, hand wash stations, laundry facilities, restroom units, dining facilities, and elsewhere as needed in the RSC. All water supply equipment shall be rated for potable water supply in accordance with ANSI/NSF 42, 53, and 61 applicable EPA, State, and local regulations for potable water. Water systems shall be operated in accordance with all applicable Federal, State, and local standards requirements. Water quality samples shall be taken as required by EPA and analyzed at a state certified laboratory for compliance with Safe Drinking Water Act requirements. All water testing reports shall be provided to the DMVA Project Manager for review as soon as results are received from the Contractor.

**V. WASTEWATER SUPPLY**

The Contractor shall ensure that all wastewater from showers, laundry site, hand-wash stations, restrooms facilities, kitchen facilities and any other source shall be collected into pump stations and pumped to storage tanks. All wastewaters on-site shall be collected. The Contractor shall maintain a service schedule to remove the wastewater from the tanks and transport off-site to be disposed of at a permitted treatment facility.

The collection and use of use of grey water for on-sit purposes may be permitted if authorized by local authorities and implemented through a Delivery Order modification. Use of containerized on-site wastewater systems may be used if authorized by the DMVA Project Manager. When available, public utilities shall be utilized.

**W. SOILD WASTE COLLECTION AND DISPOSAL**

The Contractor shall provide all necessary solid waste collection and disposal for the RSC in accordance with EPA 40 CFR 243 and any Federal, State, or local regulations. Services shall be provided at least once daily. The Contractor shall establish recycling programs in accordance with Presidential Executive Order 13243 and have a goal to recycle 35% of waste generated from RSC operations. Items recycled must include a minimum of toner cartridges, batteries, scrap metal, fluorescent light bulbs, paper (white, mixed, news), cardboard, aluminum, wood, plastic, and glass. When available, public utilities shall be utilized.

**X. JANITORIAL SERVICES**

The Contractor shall provide janitorial services for all components within the RSC. All sleeping areas shall be cleaned once daily or more frequently if needed. The kitchen and dining facility shall be cleaned and sanitized after each meal. Cleaning and janitorial services should be performed sufficiently to always keep the camp professionally clean and sanitary. The Contractor shall provide all products and other items used to provide the janitorial services.

**Y. SPILL CONTAINMENT**

The Contractor shall provide all spill containment plans, equipment, supplies, etc. required to detect and contain a spill involving fuels or other hazardous materials.

**Z. EQUIPMENT INVENTORY REPORT**

The Contractor shall provide Equipment Inventory Report on a weekly basis to the Project Manager or their designee. The Equipment Inventory Report shall include all equipment used to erect and operate the camp. The report must state if the equipment is being owned or leased. The Contractor shall have sufficient equipment available for rapid deployment and preventative maintenance programs to ensure optimum equipment readiness levels at all times.

**A.1 DAILY CAMP LOGS**

The Contractor must maintain daily camp logs. Copies of the log shall be made available to the On-Site Emergency Manager and to the Project Manager. Daily logs shall include but is not limited to:

1. Daily occupancy counts.
2. Summary of any technical direction provide by the On-Site Project Manager.
3. Results of water testing samples when tested.
4. Summary of the daily menu.
5. Any billeting issues.
6. Number, type, and severity of medical incidents.
7. A summary of all significant RSC daily events.

Daily log must be signed by the On-Site Emergency Manager and Contractor's RSC Camp Manager.

The Contractor's employees, including subcontracted employees, shall be included in the occupancy, meal, or laundry counts for billing purposes, it shall be included as a separate category in the daily camp summary reports to aid the On-Site Emergency Manager in the event of an emergency or evacuation situation.

**B.1 INSPECTION AND ACCEPTANCE**

The place of inspection and acceptance of services provided by the Contractor shall be set forth in each Delivery Order. For this clause, the Procurement Officer may designate other DMVA agents as authorized representatives of the State, the Contractor will be notified in writing of the designation.

**C.1 DEMOBILIZATION**

The Contractor shall develop and present a demobilization plan within 14 days of occupation of RSC to the Project Manager. The Contractor shall demobilize the RSC within 7 days of notification or as negotiated by the Procurement Officer. All associated cost for the time and travel from the disaster or emergency incident after RSC demobilization must be included in the overall demobilization cost.

**D.1 SITE RESTORATION**

The Contractor shall demobilize camp, clean the site, remove, and dispose of any and all garbage and used materials and return the site to its original condition minus reasonable wear and tear within seven days of the demobilization notice. The Contractor shall meet any special conditions established in the Environmental and Historic Preservation (EHP) review process for the return of

the site to its original condition. Whenever practicable the Contractor should use local resources to perform site restoration, provide the resources are available to adequately perform required task. The State will not be responsible any damage caused by the Contractor, Subcontractor or its employees and the site may be inspected by the State before the final invoice will be paid.

#### **E.1 UNSCHEDULED EMERGENCY DEMOBILIZATION**

The Contractor must have the capability to demobilize outside of unsafe conditions for immediate redeployment when a threatening situation puts the RCS or responders at risk. The Contractor shall be capable of removing assets within 12 hours after receiving an emergency demobilization notice.

### **COMPLIANCE WITH 44 CFR 13.36 REQUIREMENTS**

**F.1** The Contractor will be responsible for following all 44 CFR 13.36 requirements, with particular emphasis on full and open competition and contracting with small and minority firms, Disadvantaged Business Enterprise, Veterans, and labor surplus area firms to subcontract services within the camp whenever possible.

#### **G.1 SAFETY STANDARDS**

The Contractor must ensure that RSC maintains compliance with applicable OSHA rules in 29 CFR Part 1926 and 29 CFR 1910.142, Environmental Protection Agency regulations as outlines in 40 CFR, and all other local, State, and Federal regulatory standards and conditions for safety, emergency management, health, and environmental management.

#### **H.1 CODE ADHERENCE/ COMPLIANCE REPORT**

The Contractor is responsible for adherence to all applicable Federal, State, and local regulations and laws. This includes but is not limited to all local and State Occupational Safety Health and Environmental Management Department regulations, the 2021 International Building Code, 2021 International Fire Code Chapter 24 and NFPA 101 Life Safety Code for the occupancies being construction.

#### **I.1 STATE FURNISHED PROPERTY, EQUIPMENT, AND SERVICES**

The Contractor is responsible for accommodating individuals with disabilities. This includes as a minimum the Rehabilitation Act of 1973 and Uniform Accessibility Standards (UFAS), and any other local, State and Federal codes and guidelines.

#### **J.1 PEOPLE WITH DISABILITIES**

The State will provide land for the RSC. The site condition for an RSC may vary significantly. RSC Security will be provided by the State. The State of Alaska reserves the right to provide any other equipment or services to support RSC operations. Any other State furnished equipment or services shall be set forth in the Delivery Order.

#### **K.1 PERFORMANCE EVALUATION**

The contract(s) resulting from this RFP are performance-based contract(s). During the performance of the contract(s) the Contractor(s) shall be evaluated by the Procurement Officer or

other designated DMVA personnel in accordance with the level of compliance with the contract and demonstrated quality and timeliness of services provided. DMVA performs surveillance to determine if the Contractor meets, exceeds, or does not meet these standards. The Quality Assurance Surveillance Plan (QASP) lists the performance requirements by DMVA in which the Contractor(s) performance will be measured when performing under a contract resulting from this RFP. The Procurement Officer in conjunction with DMVA may adjust the standards and/or identify additional performance elements as necessary to ensure that the performance standards for work.

### **SEC. 3.04 CONTRACT TYPE**

This contract is Fixed Priced with Adjustments.

### **SEC. 3.05 PROPOSED PAYMENT PROCEDURES**

Upon issuance of a Delivery Order by the State for a specific project, the Contractor will invoice the State monthly during the performance of the project. Invoices must include the Delivery Order Number, Master Agreement Number, and a narrative progress report on the form specified by the DHS&EM Project Manager. Ineligible, unallowable, or any unauthorized expenditures will not be reimbursed. Source documentation is required for reimbursement of expenses. No payment will be made until the progress report and invoice have been approved by the DHS&EM Project Manager. All payments will be NET 30 days upon approval of the invoice by the DHS&EM Project Manager.

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

### **SEC. 3.06 CONTRACT PAYMENT**

No payment will be made until the contract is approved by the Commissioner of the Department of Military and Veterans Affairs or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

Payment for agreements under \$500,000 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. 3.07 LOCATION OF WORK**

The location(s) the work is to be performed, completed, and managed are located within the entire State of Alaska.

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

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for countless person(s) to make various trip(s) to numerous locations. Travel to other locations will not be required.

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

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

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

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

**SEC. 3.08 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 render 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 director.

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

### **SEC. 3.09 JOINT VENTURES**

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement which identifies the principals involved and their rights and responsibilities regarding performance and payment.

### **SEC. 3.10 CONTRACT PERSONNEL**

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the project director or procurement officer. Changes that are not approved by the state may be grounds for the state to terminate the contract.

### **SEC. 3.11 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

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

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

### **SEC. 3.12 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS**

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

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

### **SEC. 3.13 NONDISCLOSURE AND CONFIDENTIALITY**

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

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

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

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the 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. 3.14 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. 3.15 INSURANCE REQUIREMENTS**

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

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

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

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

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

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

### **SEC. 3.16 TERMINATION FOR DEFAULT**

If the project director 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 of the remaining work.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 7. ATTACHMENTS**.

## **SECTION 4. PROPOSAL FORMAT AND CONTENT**

### **SEC. 4.01 INTRODUCTION**

Proposals must include the complete name and address of 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 work on the contract and provide the following information about each person listed:

- title,
- resume,
- location(s) where work will be performed,
- itemize the total cost and the number of estimated hours for each individual named above.

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 METHODOLOGY USED FOR THE PROJECT**

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule.

**SEC. 4.06 MANAGEMENT PLAN FOR THE PROJECT**

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

**SEC. 4.07 COST PROPOSAL**

Offerors must complete and submit this Submittal Form. Proposed costs must all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

The total contract cost shown in the cost proposal will be the cost used to evaluate proposals submitted in response to this RFP. This cost is only for evaluation purposes and will be not be used for any other purpose with regards to a contract resulting from this RFP. The cost offered on Bid Schedules must be reflective of the cost offered in the Equipment and Facilities Cost form and Other Project Cost form that are to be submitted as part of the offerors Cost Proposal.

**SEC. 4.08 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 1000

### SEC. 5.01 SUMMARY OF EVALUATION PROCESS

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

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate 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 evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

### SEC. 5.02 EVALUATION CRITERIA

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

Overall Criteria	Weight
Responsiveness	Pass/Fail

  

Qualifications Criteria	Weight
Experience and Qualifications	125
Understanding of the Project	125
Methodology Used for the Project	125
Management Plan for the Project	125
Total	500

<b>Cost Criteria</b>	<b>Weight</b>
Cost Proposal	400
Total	400

<b>Preference Criteria</b>	<b>Weight</b>
Alaska Offeror Preference (if applicable)	100
Total	100

**TOTAL EVALUATION POINTS AVAILABLE: 1000**

**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 5.04 through 5.07 and assign a single score of 1 through 10, with 10 representing the highest score and 1 representing the lowest score. Using only whole numbers, PEC members should start with a score of 5 on each section. The score may either increase or decrease depending on the offeror’s response to each question for that section. As an example, if the Offeror provided responses over and above the evaluation questions in a section, they would receive a higher score. However, if the Offeror’s response fails to address all questions of a section or demonstrates some lack of understanding or competency as it relates to a question for that section, the Offeror would then receive a lower score.

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

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

**Example (Max Points for the Section = 100):**

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

**Offeror 1** was awarded 75 points:

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

Highest Total Score Possible (40)

**Offeror 2** was awarded 50 points:

Offeror Total Score (20)

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

**Offeror 3** was awarded 100 points:

Offeror Total Score (40)

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

#### **SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (12.5%)**

**Proposals will be evaluated against the questions set out below:**

##### ***1) Questions regarding the personnel:***

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

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

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided letters of reference from previous clients?
- d) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

#### **SEC. 5.05 UNDERSTANDING OF THE PROJECT (12.5%)**

**Proposals will be evaluated against the questions set out below:**

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

**SEC. 5.06 METHODOLOGY USED FOR THE PROJECT (12.5%)**

Proposals will be evaluated against the questions set out below:

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

**SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT (12.5%)**

Proposals will be evaluated against the questions set out below:

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

**SEC. 5.08 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 = 400):**

**Step 1**

List all proposal prices, adjusted where appropriate by the application of applicable preferences claimed by the offeror.

Offeror #1	\$40,000
Offeror #2	\$42,750
Offeror #3	\$47,500

**Step 2**

In this example, the RFP allotted 40% of the available 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

**Offeror #1 receives 400 points.**

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 400 points.

**Offeror #2 receives 374.3 points.**

$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 374.3$

**Offeror #3 receives 336.8 points.**

$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 336.8$

**SEC. 5.09 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:

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

**Step 2**

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

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

**Step 3**

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

Offeror #1	830 points		
Offeror #2	840 points (740	points	+ 100 points)
<b>Offeror #3</b>	<b>900 points (800 points + 100 points)</b>		

**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 director or procurement officer. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

### SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

**SEC. 6.03 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 are commenced, they may be held in the B216 conference room on the second floor of the 49000 Armory Guard Road Building in JBER, Alaska.

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

### **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 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 ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

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

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

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

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

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

## **SEC. 6.11 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, 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 the state's Standard Contract Form for Goods and Non-Professional Services (form SCF.DOC/Appendix A). This form is attached with the RFP for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

- 1) Identify the provision that the offeror takes exception with.
- 2) Identify why the provision is unjust, unreasonable, etc.
- 3) Identify exactly what suggested changes should be made.

## **SEC. 6.15 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 of 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 of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive 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 reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

## **SEC. 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 6.08 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

If the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

## **SEC. 6.26 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 contact price and shall take appropriate action as directed by the procurement officer.

- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
  - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.
  - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.