

# STATE OF ALASKA REQUEST FOR PROPOSALS



## INTEGRATED WATER QUALITY MONITORING AND ASSESSMENT REPORT (IR) AUTOMATION TOOLS

RFP 18-605-24

ISSUED AUGUST 4, 2023

THE DIVISION OF WATER IN THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION SEEKS PROPOSALS TO CREATE AUTOMATED TECHNOLOGIES AND SOFTWARE TOOLS TO ENHANCE THE INTEGRATED WATER QUALITY MONITORING AND ASSESSMENT REPORT (IR) PROCESS.

ISSUED BY:

DEPARTMENT OF  
ENVIRONMENTAL  
CONSERVATION

DIVISION OF WATER

PRIMARY CONTACT:

BRYANT TRUJILLO

PROCUREMENT OFFICER

[DECDA\\$PROCUREMENT@ALASKA.GOV](mailto:DECDA$PROCUREMENT@ALASKA.GOV)

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

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

# TABLE OF CONTENTS

<b>ARTICLE I.</b>	<b>INTRODUCTION &amp; INSTRUCTIONS .....</b>	<b>3</b>
SECTION 1.01	PURPOSE OF THE RFP.....	3
SECTION 1.02	BUDGET.....	4
SECTION 1.03	DEADLINE FOR RECEIPT OF PROPOSALS .....	4
SECTION 1.04	PRIOR EXPERIENCE.....	4
SECTION 1.05	REQUIRED REVIEW.....	4
SECTION 1.06	QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS .....	4
SECTION 1.07	RETURN INSTRUCTIONS .....	4
SECTION 1.08	ASSISTANCE TO OFFERORS WITH A DISABILITY.....	5
SECTION 1.09	AMENDMENTS TO PROPOSALS .....	5
SECTION 1.10	AMENDMENTS TO THE RFP.....	5
SECTION 1.11	RFP SCHEDULE .....	5
SECTION 1.12	PRE-PROPOSAL CONFERENCE .....	6
SECTION 1.13	ALTERNATE PROPOSALS.....	6
SECTION 1.14	NEWS RELEASES.....	6
<b>ARTICLE II.</b>	<b>BACKGROUND INFORMATION .....</b>	<b>7</b>
SECTION 2.01	BACKGROUND INFORMATION.....	7
<b>ARTICLE III.</b>	<b>SCOPE OF WORK &amp; CONTRACTOR INFORMATION.....</b>	<b>8</b>
SECTION 3.01	SCOPE OF WORK .....	8
SECTION 3.02	CONTRACT TERM AND WORK SCHEDULE.....	8
SECTION 3.03	DELIVERABLES.....	9
SECTION 3.04	CONTRACT TYPE.....	15
SECTION 3.05	PROPOSED PAYMENT PROCEDURES.....	15
SECTION 3.06	PROMPT PAYMENT FOR STATE PURCHASES.....	15
SECTION 3.07	CONTRACT PAYMENT .....	15
SECTION 3.08	CONTRACT PRICE ADJUSTMENTS.....	15
SECTION 3.09	MANDATORY REPORTING.....	15
SECTION 3.10	LOCATION OF WORK.....	15
SECTION 3.11	THIRD-PARTY SERVICE PROVIDERS.....	15
SECTION 3.12	SUBCONTRACTORS .....	16
SECTION 3.13	JOINT VENTURES .....	16
SECTION 3.14	RIGHT TO INSPECT PLACE OF BUSINESS.....	16
SECTION 3.15	F.O.B. POINT.....	16
SECTION 3.16	CONTRACT PERSONNEL .....	16
SECTION 3.17	INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES.....	16
SECTION 3.18	LIQUIDATED DAMAGES.....	16
SECTION 3.19	CONTRACT CHANGES - UNANTICIPATED AMENDMENTS.....	16
SECTION 3.20	NONDISCLOSURE AND CONFIDENTIALITY .....	17
SECTION 3.21	INDEMNIFICATION.....	17
SECTION 3.22	INSURANCE REQUIREMENTS.....	17
SECTION 3.23	TERMINATION FOR DEFAULT.....	18
<b>ARTICLE IV.</b>	<b>PROPOSAL FORMAT AND CONTENT.....</b>	<b>19</b>
SECTION 4.01	RFP SUBMITTAL FORMS .....	19
SECTION 4.02	SPECIAL FORMATTING REQUIREMENTS.....	19
SECTION 4.03	OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A).....	20
SECTION 4.04	EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B).....	20
SECTION 4.05	UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C) .....	21
SECTION 4.06	METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D).....	21
SECTION 4.07	MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E) .....	21
SECTION 4.08	COST PROPOSAL (SUBMITTAL FORM F).....	21
SECTION 4.09	BID BOND – PERFORMANCE BOND – SURETY DEPOSIT .....	22
<b>ARTICLE V.</b>	<b>EVALUATION CRITERIA AND CONTRACTOR SELECTION .....</b>	<b>23</b>

SECTION 5.01	SUMMARY OF EVALUATION PROCESS .....	23
SECTION 5.02	EVALUATION CRITERIA .....	23
SECTION 5.03	SCORING METHOD AND CALCULATION.....	24
SECTION 5.04	EXPERIENCE AND QUALIFICATIONS .....	24
SECTION 5.05	UNDERSTANDING OF THE PROJECT .....	25
SECTION 5.06	METHODOLOGY USED FOR THE PROJECT .....	25
SECTION 5.07	MANAGEMENT PLAN FOR THE PROJECT .....	25
SECTION 5.08	CONTRACT COST (COST PROPOSAL).....	25
SECTION 5.09	APPLICATION OF PREFERENCES.....	26
SECTION 5.10	ALASKA BIDDER PREFERENCE.....	27
SECTION 5.11	ALASKA VETERAN PREFERENCE.....	27
SECTION 5.12	ALASKA OFFEROR PREFERENCE.....	27
SECTION 5.13	OFFEROR NOTIFICATION OF SELECTION .....	28
<b>ARTICLE VI.</b>	<b>GENERAL PROCESS AND LEGAL INFORMATION .....</b>	<b>29</b>
SECTION 6.01	INFORMAL DEBRIEFING .....	29
SECTION 6.02	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES.....	29
SECTION 6.03	STANDARD CONTRACT PROVISIONS .....	29
SECTION 6.04	QUALIFIED OFFERORS.....	30
SECTION 6.05	PROPOSAL AS PART OF THE CONTRACT .....	30
SECTION 6.06	ADDITIONAL TERMS AND CONDITIONS.....	30
SECTION 6.07	HUMAN TRAFFICKING .....	30
SECTION 6.08	RIGHT OF REJECTION .....	30
SECTION 6.09	STATE NOT RESPONSIBLE FOR PREPARATION COSTS.....	31
SECTION 6.10	DISCLOSURE OF PROPOSAL CONTENTS.....	31
SECTION 6.11	ASSIGNMENT .....	31
SECTION 6.12	DISPUTES.....	31
SECTION 6.13	SEVERABILITY .....	31
SECTION 6.14	SUPPLEMENTAL TERMS AND CONDITIONS.....	31
SECTION 6.15	SOLICITATION ADVERTISING.....	31
SECTION 6.16	SITE INSPECTION .....	32
SECTION 6.17	CLARIFICATION OF OFFERS .....	32
SECTION 6.18	DISCUSSIONS WITH OFFERORS.....	32
SECTION 6.19	CONTRACT NEGOTIATION.....	32
SECTION 6.20	FAILURE TO NEGOTIATE.....	32
SECTION 6.21	FEDERALLY IMPOSED TARIFFS.....	32
SECTION 6.22	PROTEST .....	33
<b>ARTICLE VII.</b>	<b>ATTACHMENTS .....</b>	<b>35</b>
SECTION 7.01	ATTACHMENTS.....	35

## **ARTICLE I. INTRODUCTION & INSTRUCTIONS**

### **SECTION 1.01 PURPOSE OF THE RFP**

The Department of Environmental Conservation, Division of Water, is soliciting proposals for development of automated technologies and software (tools) to improve the Integrated Water Quality Monitoring and Assessment Report (IR) process. Automation tools will include:

- 1) R coding scripts designed to access, manipulate, and analyze data;
- 2) R script extensions and applications (e.g., R Markdown and R Shiny) designed to visualize and communicate data externally; and
- 3) ArcGIS tools designed to access, link, analyze, and communicate spatial data.

## **SECTION 1.02 BUDGET**

The Department of Environmental Conservation, Division of Water, estimates a budget of between \$80,000.00 and \$95,000.00 for this contract. Proposals priced at more than \$95,000.00 will be considered non-responsive.

Payment for the contract is subject to funds already appropriated and identified.

## **SECTION 1.03 DEADLINE FOR RECEIPT OF PROPOSALS**

Proposals must be received no later than 1:00 PM prevailing Alaska Time on August 25, 2023. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

## **SECTION 1.04 PRIOR EXPERIENCE**

To be considered responsive, offerors must meet these minimum prior experience requirements:

- Minimum 10 years of experience in R coding, development of R Shiny and/or R Markdown applications, data analytics, integration of spatial data using ArcGIS.
- Minimum 10 years of experience with aquatic data science, specifically working with Water Quality Portal data, data processing and analysis, integration of GIS information, interactive tool development and data management.
- Minimum 10 years of experience working with Clean Water Act 303(d) and 305(b) assessment and reporting requirements, water quality assessment, the Assessment TMDL Tracking and Implementation System (ATTAINS), structure and components of state Water Quality Standards, the Integrated Water Quality Assessment and Monitoring Report

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

## **SECTION 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.

## **SECTION 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: **BRYANT TRUJILLO** EMAIL: **DECDA\$PROCUREMENT@ALASKA.GOV**

## **SECTION 1.07 RETURN INSTRUCTIONS**

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

Oral proposals, or faxed proposals are not acceptable. Please send proposal package(s) via email. The technical proposal and cost proposal must be saved as separate PDF documents and emailed to **DECDA\$PROCUREMENT@ALASKA.GOV** as separate, clearly labeled attachments, such as "Vendor A –

Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf”. The email must contain the RFP number in the subject line.

The maximum size of a single email (including all text and attachments) that can be received by the state is **20MB** (megabytes). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror’s responsibility to contact the issuing agency via email at **DECDA\$PROCUREMENT@ALASKA.GOV** to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

### **SECTION 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.

The Alaska Relay Service is a free service that provides full telephone accessibility to people who are deaf, hard-of-hearing, or speech-disabled and people who can hear. This service allows text-telephone (TTY) or assistive equipment users to communicate with standard (voice) telephone users through specially trained Communication Assistants.

Callers will need to provide the Alaska Relay Service the specific phone number they wish to call.

[Alaska Relay – Stay Connected Using Alaska Relay Services](#)

### **SECTION 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.

### **SECTION 1.10 AMENDMENTS TO THE RFP**

If an amendment is issued before the deadline for receipt of proposals, it will be provided to all who were notified of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice website.

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

### **SECTION 1.11 RFP SCHEDULE**

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

<b>ACTIVITY</b>	<b>TIME</b>	<b>DATE</b>
Issue Date / RFP Released		August 4, 2023
Pre-Proposal Conference	1:30 PM	August 14, 2023
Deadline for Receipt of Proposals / Proposal Due Date	1:00 PM	August 25, 2023
Proposal Evaluations Complete		Approx. the week of August 28, 2023

Notice of Intent to Award		Approx. the week of August 28, 2023
Contract Issued		Approx. the week of September 11, 2023
Contract Start		Approx. the week of September 11, 2023

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

**PRE-PROPOSAL CONFERENCE** A pre-proposal conference will be held at 1:30 PM, Alaska Time, on Monday, August 14, 2023, via Microsoft Teams.

The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Two types of questions are expected. Scope of work questions will be direct to the Project Manager. Contracting question will be directed to the procurement officer.

Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting. Questions and answers may require a written amendment to the RFP.

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.

**SECTION 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.

**SECTION 1.14 NEWS RELEASES**

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

## **ARTICLE II. BACKGROUND INFORMATION**

### **SECTION 2.01 BACKGROUND INFORMATION**

Every two years, the Alaska Department of Environmental Conservation (DEC) assesses the water quality of the state's waterbodies and submits an Integrated Water Quality Monitoring and Assessment (Integrated Report or IR) to the U.S. Environmental Protection Agency (EPA). A large amount of data is evaluated against Alaska's water quality standards, contending with the large spatial extent of the state and the remoteness of surface water resources. The assessment of water bodies and required reporting consumes significant staff energy and time.

DEC seeks to develop automated technologies and software (tools) to improve the IR process. Automation presents significant benefits to the IR process, namely:

- Saving time by outsourcing rote tasks typically done manually by DEC staff
- Alleviating bottlenecks in the IR process
- Creating efficient processes to cycle through components of the IR process that repeat across waterbodies, water quality constituents, and IR cycles
- Creating reproducible processes that reduce variability and subjectivity in task workflow
- Reducing errors associated with human data entry and manipulation
- Facilitating efficient hand-offs among staff between IR steps and across IR cycles
- Increasing transparency and communication with stakeholders

The contractor will produce a customized set of data management, automation, and analysis tools for DEC that can be configured or customized to incorporate large amounts of marine data and cover all IR water quality assessment steps. This may involve a combination of multiple systems and or data analysis tools. The set of tools must be customizable and final deliverables must include a holistic approach that is built, deployed, and tested. In addition, the final deliverables will consist of maintenance procedures, example scripts, and other documentation as needed. A table with a description of the assessment process with the order of priority is attached with the scope of work.

# ARTICLE III. SCOPE OF WORK & CONTRACTOR INFORMATION

## SECTION 3.01 SCOPE OF WORK

The Department of Environmental Conservation, Division of Water, is soliciting proposals for data processing and automation tool development. The Department wants assistance with automating data tasks to improve the transparency of the Integrated Report (IR). The consultant will develop a suite of tools for all steps in Alaska’s IR process and provide operating procedures for implementing and using tools by Division staff. The types of staff in state agencies that the contractor must interview are Water Quality Program Monitoring and Assessment staff. Other helpful informational material that can be provided to the consultant includes Alaska’s DEC IR webpage: <https://dec.alaska.gov/water/water-quality/integrated-report>

This project aims to develop, test, and implement data processing tools to automate the IR process.

The application(s) and data sources will align with State of Alaska ISP-196 cloud-first policy.

## SECTION 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately September 15, 2023, for approximately 12 months until completion, approximately August 31, 2024.

The approximate contract schedule is as follows:

	Task	Date Due	Priority
1	Kickoff and update meetings	From September 15, 2023, for approximately 1-1.5 hour(s) each iteration	High
2	Data call	From January 1, 2024, to May 31, 2024, with estimated 6-33 hour(s) of effort	Low
3	Data pull	From September 15, 2023, to September 30, 2023, with estimated 6.5 hour(s) of effort	High
4	Organize by assessment unit	From January 1, 2024, to June 15, 2024, with estimated 133-533 hour(s) of effort	Low
5	Data cleaning and organization	From September 15, 2023, to December 1, 2023, with estimated 13-47 hour(s) of effort	High
6	Data analysis	From September 15, 2023, to December 15, 2023, with estimated 33-67 hour(s) of effort	High
7	Results	From October 1, 2023, for approximately 26-80 hour(s) each iteration	High
8	Stakeholder communications	From December 1, 2023, for approximately 86-206 hour(s) of effort in aggregate across the project	High
9	Reporting	Ongoing as deliverables are completed, per iteration, and at final acceptance of all project deliverables	High

The Contractor must submit a final report by AUGUST 31, 2024.

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

### SECTION 3.03 DELIVERABLES

Deliverables for this project include a series of R and GIS based tools for automation of the Integrated Report, categorized by priority (low and high). High priority deliverables (tools) must be developed within this project, while low priority tools will be developed if time and budget allow (Table 1). The final order of tool development will be discussed between DEC and the contractor at the kickoff meeting and may be modified as work progresses. Further detail on each tool to be developed is provided with task descriptions below and in table 2.

The contractor will be required to provide the following deliverables:

Table 1. Tasks and deliverables

IR Step & Task	Description	Tool Function	Priority
<b>1 – Kickoff and update meetings</b>	Meetings	Kickoff and monthly update meetings between DEC and the contractor to discuss order of tool development based on priority and status of tool development.	High (mandatory)
<b>2 – Data call</b>	Data call	Website to solicit data from external data providers (R script and/or R Shiny app).	Low (optional)
<b>3 – Data pull</b>	Data pull	Acquire data from the Water Quality Portal (R script).	High (mandatory)
<b>4 – Organize by assessment unit</b>	Organize by assessment unit	Assign new assessment unit boundaries and link monitoring locations to assessment units (ArcGIS).	Low (optional)
<b>5 – Data cleaning and organization</b>	Data validation, filter, and flag data	Process Water Quality Portal data (R script).	High (mandatory)
	Organize by pollutant within AU	Link water quality data to assessment unit locations and organize by pollutant (R script).	High (mandatory)
	Evaluate by pollutant vs. screening level	Evaluate data availability against data sufficiency requirements for assessment (R script).	High (mandatory)
<b>6 – Data analysis</b>	Data analysis	Assess water quality data against water quality standards (R package).	High (mandatory)
<b>7 – Results</b>	Categorize AUs for each pollutant	Based on evaluation of data against criteria, assign assessment unit to an assessment category for each pollutant (R script).	High (mandatory)
	Spatial summaries	Display results of assessment in an interactive map. Users can view summaries by assessment unit and pollutant (ArcGIS).	High (mandatory)

	Create and format ATTAINS upload files	Based on assessment analysis, format files needed to report findings to USEPA database (R script).	High (mandatory)
<b>8 – Stakeholder communications</b>	Summarize impairment descriptions	Create custom summary reports for each assessment unit (R Markdown).	High (mandatory)
	Create public interface	Display maps, data, and assessment results in a public-facing, interactive website (ArcGIS).	High (mandatory)
	Waterbody tracking and history	Display the history of assessment findings for a given assessment unit (ArcGIS).	High (mandatory)
<b>9 – Reporting</b>	Reporting	Maintenance SOP(s), documentation, and example scripts.	High (mandatory)

## Project Tasks

### Task 1: Kickoff and update meetings

#### Deliverables:

- Kickoff meeting between DEC and the contractor to discuss order of tool development based on priority
- Monthly progress meetings

### Task 2: Call for data (optional)

#### Deliverable:

- R script and/or R Shiny app for data call (low priority)

Develop an R Shiny app wherein external data providers submit data via web upload. On the back end, the app evaluates each field and runs a series of quality control tests. Once processed, the data provider would press a button to download a flagged version of the file for their review as well as sending the flagged file to AK DEC.

**Note:** The application(s), script(s), and data sources must align with State of Alaska ISP-196 cloud-first policy.

### Task 3: Data pull

#### Deliverable:

- R script for data pull (high priority)

The data pull automation tool could be developed as a stand-alone tool (potentially in combination with data cleaning). To obtain data from the Water Quality Portal (WQP), incorporate existing R packages into workflow such as dataRetrieval or TADA packages. The TADA package is still under active development, but portions of the package intended for pulling and cleaning data are likely sufficiently complete to use now. Develop custom R package using existing code from TADA, allowing for the merging of the two formats when TADA is finalized.

**Note:** The application(s), script(s), and data sources must align with State of Alaska ISP-196 cloud-first policy.

### Task 4: Organize by assessment unit (optional)

## Deliverable

- R script to organize data by assessment unit (low priority)

Organize data by assessment unit: Develop tool or guidance to simplify the process of matching monitoring locations to assessment units. One possibility to speed the process would be to use a snap-to-grid style tool in GIS that would automatically assign a station to a waterbody and AU if the station was located with a specified distance from the waterbody. Stations not automatically assigned would be passed along to an analyst who would manually determine the correct designation and re-assign to a corrected latitude and longitude. This process could also be incorporated into the external data provider tool as a map for the user to check the location of the sampling stations.

**Note:** The application(s), script(s), and data sources must align with State of Alaska ISP-196 cloud-first policy.

### **Task 5: Tools for data cleaning and organization**

Deliverables (R scripts may be combined if appropriate):

- R script for data validation, filter, and flag data (high priority)
- R script to organize data by pollutant within assessment unit (high priority)
- R script to evaluate against data sufficiency requirements for assessment (high priority)

Data validation, filter, and flag: Leverage functions within existing R packages such as TADA. Alternatively, repurpose functions from TADA to better fit ADEC workflow and possibly combine into a state-specific R tool. Specific functions for data cleaning and processing include non-detect processing, unit harmonization, constituent harmonization, depth harmonization, and extreme value flags.

Organize data by pollutant within AU: Develop custom R script for this task which may be combined with the prior tool for validation, filter and flagging of data. Organizing data by pollutant would be accomplished during the constituent harmonization portion of the data processing and by spatially linking monitoring locations to AU boundaries. For the spatial linking process, consider ArcGIS Pro R-ArcGIS Bridge to link pollutants and AUs or run the spatial processing directly in R using AU shapefiles. The script could be included in a state-specific R tool.

Evaluate by pollutant for assessment vs screening level: Develop custom R script to evaluate data sufficiency (i.e., minimum time period, seasonality, number of data points, etc.) for a given pollutant and AU. This step could be combined with the Data Analysis step (Task 4) to evaluate data sufficiency alongside a comparison to the assessment method using visualizations, data summaries, etc. The script could be included in a state-specific R tool. This tool could either query the available data and compare against the data sufficiency requirements, or the data sufficiency information could simply be displayed in the data analysis tool for an analyst to interpret.

**Note:** The application(s), script(s), and data sources must align with State of Alaska ISP-196 cloud-first policy.

### **Task 6: Data analysis**

Deliverable:

- R package for data analysis (high priority)

Develop Alaska specific R package for data analysis. Customize package to include functions most useful ADEC. Many of these functions can be taken from existing R packages such as TADA or wqTools. Specific functions of the data analysis tool could include: (1) user input to select the AU and pollutant of interest; (2) data sufficiency evaluation; (3) spatial mapping of monitoring sites within the AU; (4) evaluation of data from multiple monitoring locations within the AU; (5) comparison of data against the magnitude, frequency, and duration components of the criteria; and (6) visualizations of time series and statistical distributions of the data for the constituent of interest. Development of this tool could occur iteratively; for example, analysis of certain constituents such as toxics could be

developed prior to other constituents. Stepwise development of the tool should be prioritized according ADEC needs and level of effort.

**Note:** The application(s), script(s), and data sources must align with State of Alaska ISP-196 cloud-first policy.

### **Task 7: Results**

Deliverables:

- R script to categorize assessment units for each pollutant (high priority)
- R script to develop spatial summaries (high priority)
- R script to create and format ATTAAINS upload files (high priority)

Categorize AU for each pollutant: Develop custom R script to automate waterbody listing decisions. Based on the results of data analysis, each AU and pollutant combination could be evaluated against a back-end logic table that defines support/non-support based on the data sufficiency and assessment method. The script could be included in a state-specific R tool.

Spatial summaries: Develop custom R script to summarize the results of analysis and present the results as an ArcGIS web layer.

ATTAAINS files: Develop custom R script for ATTAAINS to produce ATTAAINS upload files based on results of analysis. The script could be included in an Alaska specific R tool. A back-end ATTAAINS template would be used to convert the processed data and assessment information into the correct format.

**Note:** The application(s), script(s), and data sources must align with State of Alaska ISP-196 cloud-first policy.

### **Task 8: Stakeholder communications**

Deliverables:

- R Markdown script to summarize impairment descriptions (high priority)
- Create public facing IR website (high priority)
- ArcGIS develop web layer(s) for waterbody tracking and history (high priority)

Summarize impairment descriptions: Development custom R Markdown script to summarize impairment results and descriptions, summarized by AU and year. The script could be included in an Alaska specific R tool. An output file can then be loaded onto AK DEC's website. Alternately, a user interface could be developed to allow interactive exploration of an AU-pollutant-year combination and then export the output file.

Public interface: Develop a public-facing website for IR results (i.e., spatial summaries, impairment listings, etc.) using ArcGIS software.

Waterbody tracking and history: Develop ArcGIS web layer(s) to present current and historical status for assessment units. For example, the Massachusetts Department of Environmental Protection publishes ArcGIS web layer results for each IR cycle. Each AU is assigned to one of the IR categories. A related table contains each use attainment status, and when impaired, the cause(s), source(s), and any approved action plan(s) associated with each AU.

**Note:** The application(s), script(s), and data sources must align with State of Alaska ISP-196 cloud-first policy.

### **Task 9: Reporting**

Deliverables:

- A brief summary of maintenance procedures as well as detailed maintenance documentation for data analysis tool and other tools if needed
- Example scripts or vignettes to accompany R tools where applicable

Table 2. IR process and tools to be developed

Summary of tool to be developed for each IR step, details to be considered for Alaska specific tools, tool dependencies, estimated timeline and budget, and priority. Tools will be developed in order of priority.

IR Step	Tool Description	Alaska Specifics	Tool Dependencies	Estimated Timeline	Priority
Data call	Website to solicit data from external data providers. Tool could include a data cleaning checklist and facilitate communication between data provider and AK DEC staff (R script and/or R Shiny app).	Process cannot be fully automated; QA checks by provider and staff still needed	Standalone	Several months Several iterations	Low (optional)
Data pull	Acquire data from the Water Quality Portal. Tool would query the Water Quality Portal website through their data download API (R script).	Alaska-specific criteria would require working with USEPA to modify TADA or developing a state-specific tool	Standalone	< 1 month Little iteration	High (mandatory)
Organize by assessment unit	Assign new assessment unit boundaries and link monitoring locations to assessment units (ArcGIS).		Standalone	Several months Several iterations	Low (optional)
Data cleaning and organization: <i>Data validation, filter and flag data</i>	Process Water Quality Portal data. Tool functions include evaluation of non-detect and extreme values, harmonization of water quality constituents and units, and data formatting (R script).	Alaska-specific criteria would require working with USEPA to update tools or in-state tool development.	Standalone	< 1 month Little iteration	High (mandatory)
Data cleaning and organization: <i>Organize by pollutant within AU</i>	Link water quality data to assessment unit locations and organize by pollutant (R script).		Dependent on AU assignment	< 1 month Little iteration	High (mandatory)
Data cleaning and organization: <i>Evaluate by pollutant vs. screening level</i>	Evaluate data availability against data sufficiency requirements for assessment (R script).	Consider whether data sufficiency can easily be translated into code.	Standalone	Several months Several iterations	High (mandatory)
Data analysis	Assess water quality data against water quality standards. Tool functions include data		Dependent on data cleaning	Several months Several iterations	High (mandatory)

	summary, visualization, and comparison to criteria (R package).		and AU assignment		
Results: <i>Categorize AUs for each pollutant</i>	Based on evaluation of data against criteria, assign assessment unit to an assessment category for each pollutant (R script).	Could be included in data analysis toolset. Use attainment decisions may still require analyst input.	Dependent on data analysis	Several months Several iterations	High (mandatory)
Results: <i>Spatial summaries</i>	Display results of assessment in an interactive map. Users can view summaries by assessment unit and pollutant (ArcGIS).		Dependent on data analysis	Several months Several iterations	High (mandatory)
Results: <i>Create and format ATTAINS upload files</i>	Based on assessment analysis, format files needed to report findings to USEPA database (R script).		Dependent on data analysis	< 1 month Little iteration	High (mandatory)
Stakeholder communication: <i>Summarize impairment descriptions</i>	Create custom summary reports for each assessment unit (R Markdown).	AU-specific reports may be redundant with spatial summaries and public interface.	Dependent on data analysis and AU categorization	Several months Several iterations	High (mandatory)
Stakeholder communication: <i>Create public interface</i>	Display maps, data, and assessment results in a public-facing, interactive website (ArcGIS).		Dependent on data analysis and AU categorization	Several months Several iterations	High (mandatory)
Stakeholder communication: <i>Waterbody tracking and history</i>	Display the history of assessment findings for a given assessment unit. This tool relies upon a database of previous IR cycle findings (ArcGIS).		Dependent on digitized past IR cycle data	Several months Several iterations	High (mandatory)

### **SECTION 3.04 CONTRACT TYPE**

This contract is a firm fixed-price contract.

### **SECTION 3.05 PROPOSED PAYMENT PROCEDURES**

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

### **SECTION 3.06 PROMPT PAYMENT FOR STATE PURCHASES**

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

### **SECTION 3.07 CONTRACT PAYMENT**

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

Any single contract payment of \$1,000,000.00 or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

### **SECTION 3.08 CONTRACT PRICE ADJUSTMENTS**

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

### **SECTION 3.09 MANDATORY REPORTING**

This section is not applicable.

### **SECTION 3.10 LOCATION OF WORK**

The location(s) the work is to be performed, completed, and managed is remote.

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

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

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

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

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

### **SECTION 3.11 THIRD-PARTY SERVICE PROVIDERS**

This section is not applicable.

### **SECTION 3.12 SUBCONTRACTORS**

Subcontractors will not be allowed.

### **SECTION 3.13 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.

### **SECTION 3.14 RIGHT TO INSPECT PLACE OF BUSINESS**

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

### **SECTION 3.15 F.O.B. POINT**

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

### **SECTION 3.16 CONTRACT PERSONNEL**

Any change of the project team members 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.

### **SECTION 3.17 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

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

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

### **SECTION 3.18 LIQUIDATED DAMAGES**

This section is not applicable.

### **SECTION 3.19 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS**

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

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

## **SECTION 3.20 NONDISCLOSURE AND CONFIDENTIALITY**

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

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

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

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

## **SECTION 3.21 INDEMNIFICATION**

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

## **SECTION 3.22 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.

### **SECTION 3.23 TERMINATION FOR DEFAULT**

If the project director or procurement officer determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

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

# ARTICLE IV. PROPOSAL FORMAT AND CONTENT

## SECTION 4.01 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as their proposal. An electronic copy of the forms is posted along with this RFP. Offerors shall not re-create these forms, create their own forms, or edit the format structure of the forms unless permitted to do so.

Unless otherwise specified in this RFP, the Submittal Forms shall be the offeror’s entire proposal. Do not include any marketing information in the proposal.

### Technical Proposals

Technical proposals shall describe assumptions made for each task or service within the scope of work.

In their Technical Proposal, offerors must describe how they will accomplish mandatory Tasks 1, 3, 5, 6, 7, 8, 9, and optional Tasks 2 and 4. Proposals that do not provide this information shall be deemed non-responsive.

### Cost Proposals

The contract resulting from this RFP shall be a firm fixed-price contract. Please provide costs for each task for a performance period through August 31, 2024.

**NOTE:** The necessity of optional Tasks 2 and 4 is unknown. The DEC project manager will only evaluate or approve optional tasks once all other tasks are validated and delivered. The proposed price for optional Tasks 2 and 4 will not contribute to the evaluated cost total, but optional Tasks 2 and 4 must be provided in Cost Proposal (Submittal Form F).

**Any proposal that does not follow these requirements may be deemed non-responsive and rejected.**

## SECTION 4.02 SPECIAL FORMATTING REQUIREMENTS

The offeror must ensure that their proposal meets all special formatting requirements identified in this section.

**Documents and Text:** All attachment documents must be written in the English language, be single sided, and be single spaced with a minimum font size of 10. Pictures or graphics may be used if the offeror feels it is necessary to communicate their information, however, be aware of the below requirements for page limits.

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

Submittal Form	Anonymous Document	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications		
<b>Submittal Form B – Experience and Qualifications</b>	<b>YES</b>	<b>5</b>
<b>Submittal Form C – Understanding of the Project</b>	<b>YES</b>	<b>5</b>
<b>Submittal Form D – Methodology Used for the Project</b>	<b>YES</b>	<b>5</b>
<b>Submittal Form E – Management Plan for the Project</b>	<b>YES</b>	<b>5</b>
Submittal Form F – Cost Proposal		

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

## **SECTION 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)**

The offeror must complete and submit this Submittal Form. The form must be signed by an individual authorized to bind the offeror to the provisions of the RFP.

By signature on the form, the offeror certifies they comply with the following:

- a) the laws of the State of Alaska;
- b) the applicable portion of the Federal Civil Rights Act of 1964;
- c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- e) all terms and conditions set out in this RFP;
- f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- g) that the offers will remain open and valid for at least 90 days.

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

The Submittal Form also requests the following information:

- a) The complete name and address of offeror's firm along with the offeror's Tax ID.
- b) Information on the person the state should contact regarding the proposal.
- c) Names of critical team members/personnel.
- d) Addenda acknowledgement.
- e) Conflict of interest statement.
- f) Federal requirements.
- g) Alaska preference qualifications.

An offeror's failure to address/respond/include these items may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

## **SECTION 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)**

Offerors must provide detail on the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

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

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

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form shall be kept anonymous and must not contain any names that can be used to identify who the offeror is and cannot exceed the page limit (as described in Section 4.02).

### **SECTION 4.05 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)**

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

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form shall be kept anonymous and must not contain any names that can be used to identify who the offeror is and cannot exceed the page limit (as described in Section 4.02).

### **SECTION 4.06 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D)**

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

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form shall be kept anonymous and must not contain any names that can be used to identify who the offeror is and cannot exceed the page limit (as described in Section 4.02).

### **SECTION 4.07 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)**

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

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form shall be kept anonymous and must not contain any names that can be used to identify who the offeror is and cannot exceed the page limit (as described in Section 4.02).

### **SECTION 4.08 COST PROPOSAL (SUBMITTAL FORM F)**

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

Cost Proposal:

- a) Labor costs
- b) Equipment costs
- c) Expenses
- d) Fixed fee

All costs shall be stated as a fully burdened rate, and costs will be paid based on actual services rendered and costs incurred for the performance and completion of the requirements herein. Travel that is proposed to occur outside of Alaska (out-of-state travel) shall be identified within the cost proposal and is subject to DEC approval.

**NOTE:** The necessity of optional Tasks 2 and 4 is unknown. The DEC project manager will only evaluate or approve optional tasks once all other tasks are validated and delivered. The proposed price for optional Tasks 2 and 4 will not contribute to the evaluated cost total, but optional Tasks 2 and 4 must be provided in Cost Proposal (Submittal Form F).

#### **SECTION 4.09 BID BOND – PERFORMANCE BOND – SURETY DEPOSIT**

This section is not applicable.

# ARTICLE V. EVALUATION CRITERIA AND CONTRACTOR SELECTION

## SECTION 5.01 SUMMARY OF EVALUATION PROCESS

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

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate specific parts of the responsive proposals.
- 3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

## SECTION 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below.

Note: An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria		Weight
Experience and Qualifications	(Submittal Form B)	125
Understanding of the Project	(Submittal Form C)	125
Methodology Used for the Project	(Submittal Form D)	125
Management Plan for the Project	(Submittal Form E)	125
	Total	500

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

Preference Criteria	Weight
Alaska Offeror Preference (if applicable)	100
Total	100

**TOTAL EVALUATION POINTS AVAILABLE: 1000**

### SECTION 5.03 SCORING METHOD AND CALCULATION

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

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

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

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

	PEC Member 1 Score	PEC Member 2 Score	PEC Member 3 Score	PEC Member 4 Score	Combined Total Score	Points Awarded
<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:

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

**Offeror 2** was awarded 50 points:

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

**Offeror 3** was awarded 100 points:

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

### SECTION 5.04 EXPERIENCE AND QUALIFICATIONS

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

- 1) *Questions regarding the personnel:*

- a) Do the individuals assigned to the 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?

### **SECTION 5.05 UNDERSTANDING OF THE PROJECT**

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

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 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?

### **SECTION 5.06 METHODOLOGY USED FOR THE PROJECT**

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

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

### **SECTION 5.07 MANAGEMENT PLAN FOR THE PROJECT**

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

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

### **SECTION 5.08 CONTRACT COST (COST PROPOSAL)**

Overall, a minimum of 40% of the total evaluation points will be assigned to cost. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated

to cost per 2 AAC 12.260(c). Optional Task 2: Call for data and Task 4: Organize by assessment unit will not contribute to the total points. 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.**

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

## SECTION 5.09 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

[Application of Preferences \(alaska.gov\)](http://alaska.gov)

- 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.**

## **SECTION 5.10 ALASKA BIDDER PREFERENCE**

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an offeror who:

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

### **Alaska Bidder Preference Certification Form**

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

## **SECTION 5.11 ALASKA VETERAN PREFERENCE**

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is a:

- A. sole proprietorship owned by an Alaska veteran;
- B. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- C. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- D. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other 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.

## **SECTION 5.12 ALASKA OFFEROR PREFERENCE**

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

### **Example:**

### Step 1

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

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

### Step 2

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

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

### Step 3

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

Offeror #1	830 points
Offeror #2	840 points (740 points + 100 points)
<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 5.13 OFFEROR NOTIFICATION OF SELECTION

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

## **ARTICLE VI. GENERAL PROCESS AND LEGAL INFORMATION**

### **SECTION 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.

### **SECTION 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES**

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

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

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

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

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

### **SECTION 6.03 STANDARD CONTRACT PROVISIONS**

The contractor will be required to sign the state's Standard Agreement Form for Professional Services Contracts. 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.

## **SECTION 6.04 QUALIFIED OFFERORS**

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

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the RFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

## **SECTION 6.05 PROPOSAL AS PART OF THE CONTRACT**

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

## **SECTION 6.06 ADDITIONAL TERMS AND CONDITIONS**

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

## **SECTION 6.07 HUMAN TRAFFICKING**

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/trafficking-in-persons-report/>

Failure to comply with this requirement will cause the state to reject the proposal as non-responsive or cancel the contract.

## **SECTION 6.08 RIGHT OF REJECTION**

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement

officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision; and
- may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest. **A proposal from a debarred or suspended offeror shall be rejected.**

## **SECTION 6.09 STATE NOT RESPONSIBLE FOR PREPARATION COSTS**

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

## **SECTION 6.10 DISCLOSURE OF PROPOSAL CONTENTS**

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

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.

## **SECTION 6.11 ASSIGNMENT**

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

## **SECTION 6.12 DISPUTES**

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

## **SECTION 6.13 SEVERABILITY**

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

## **SECTION 6.14 SUPPLEMENTAL TERMS AND CONDITIONS**

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

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

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

## **SECTION 6.15 SOLICITATION ADVERTISING**

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

## **SECTION 6.16 SITE INSPECTION**

This section is not applicable.

## **SECTION 6.17 CLARIFICATION OF OFFERS**

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

## **SECTION 6.18 DISCUSSIONS WITH OFFERORS**

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

## **SECTION 6.19 CONTRACT NEGOTIATION**

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

## **SECTION 6.20 FAILURE TO NEGOTIATE**

If the selected offeror

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

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

## **SECTION 6.21 FEDERALLY IMPOSED TARIFFS**

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

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

## SECTION 6.22 PROTEST

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

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

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

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

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

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

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

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

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

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

# **ARTICLE VII. ATTACHMENTS**

## **SECTION 7.01 ATTACHMENTS**

### **Attachments:**

- 1) Standard Agreement Form - Appendix A
- 2) Cost Proposal (Submittal Form F)
- 3) Cloud and Offsite Hosting - ISP-196 v1.01 (2 pages)