

# STATE OF ALASKA REQUEST FOR PROPOSALS



## Hazardous Substance Assessment, Cleanup, and Monitoring

&

## Risk Assessment and Risk Assessment Support

**RFP 18-607-24**

ISSUED AUGUST 21, 2023

THE STATE OF ALASKA, OFFICE OF PROCUREMENT AND PROPERTY MANAGEMENT(OPPM), ON BEHALF OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION (DEC), DIVISION OF SPILL PREVENTION AND RESPONSE (SPAR), IS SOLICITING PROPOSALS FOR TERM CONTRACTS FROM QUALIFIED CONTRACTORS TO PROVIDE ENVIRONMENTAL SUPPORT SERVICES. THIS RFP WILL ESTABLISH QUALIFIED ENVIRONMENTAL PROFESSIONALS READY TO MEET THE STATE'S UNIQUE NEEDS WHILE EXPEDITING THE SOLICITATION AND AWARD PROCESSES.

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ISSUED BY:

DEPARTMENT OF ENVIRONMENTAL  
CONSERVATION

DIVISION OF SPILL PREVENTION AND  
RESPONSE

PRIMARY CONTACT:

GUILLERMO CASTILLO

PROCUREMENT OFFICER

DECDA\$PROCUREMENT@ALASKA.GOV

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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. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The State of Alaska, Office of Procurement and Property Management, on behalf of the Department of Environmental Conservation (DEC), Division of Spill Prevention and Response (SPAR), is soliciting proposals for term contracts from qualified contractors to provide Hazardous Substance Assessment, Cleanup, and Monitoring, and Risk Assessment, and Risk Assessment Support. The intent of this Request for Proposals (RFP) is to establish a competitive process to maintain qualified environmental professionals ready to meet the state's unique needs while expediting the solicitation and award processes.

This is a multi-step solicitation. The primary contract resulting from this RFP will be a Term Contract that sets forth the governing terms and conditions. The secondary contract, issued under the Term Contract, will be a Task Contract(s) that sets forth Task specific work, deliverables, and compensation through the issuance of a Notice to Proceed (NTP). For the purposes of this RFP, "contract" collectively refers to both Term Contracts and Task Contracts.

### SEC. 1.02 BUDGET

This RFP is the first step in a multi-step solicitation. Therefore, the initial award of this term contract is a cost of zero.

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

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **1:00 PM** prevailing Alaska Time on **SEPTEMBER 21, 2023**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

### SEC. 1.04 REQUIRED REVIEW

Offerors should carefully review this RFP and the subsequent TRPF solicitations 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. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS**

All questions must be in writing and directed to the procurement officer. This section applies to this RFP and subsequent Task Request for Proposals (TRFPs).

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 via email. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

PROCUREMENT OFFICER: **GUILLERMO CASTILLO**

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

## **SEC. 1.06 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 must be saved as separate PDF documents and emailed to **DECDA\$PROCUREMENT@ALASKA.GOV** as separate, clearly labeled attachments, such as "Vendor A – 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.

## **SEC. 1.07 ASSISTANCE TO OFFERORS WITH A DISABILITY**

This section applies to this RFP and subsequent TRFPs. 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 persons 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

## **SEC. 1.08 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. 1.09 AMENDMENTS TO THE RFP

If an amendment is needed, an addendum will be 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 Addenda will be issued. The addendum will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

## SEC. 1.10 RFP SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / RFP Released		August 21, 2023
Pre-Proposal Conference	01:00 PM	August 30, 2023
Inquiries / Questions due	4:00 PM	September 6, 2023,
Deadline for Receipt of Proposals / Proposal Due Date	1:00 PM	September 21, 2023,
Proposal Evaluations Complete		Approximately September 25 2023,
Notice of Intent to Award		Approximately October 02, 2023,
Contract Issued		Approximately October 13, 2023,
Contract Start		Approximately October 16, 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.

## SEC. 1.11 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at **01:00 PM**, Alaska Time, on **AUGUST 30, 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. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

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

Send meeting invitation request to: **DECDA\$PROCUREMENT@ALASKA.GOV**

## SEC. 1.12 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. 1.13 NEWS RELEASES

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

## **SECTION 2. BACKGROUND INFORMATION**

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

The Department of Environmental Conservation (DEC), Division of Spill Prevention and Response (SPAR), is tasked with overseeing, managing, preventing, assessing, and remediating sites where a release of hazardous substances has occurred.

Since the Department may not have sufficient resources to accomplish these tasks in certain situations, it is essential to retain resources from the private sector. Term Contracts allow DEC to rapidly access the services of companies with particular specialties in the event of a release or threatened release, to perform cleanup of hazardous wastes, or to provide professional advice on technical issues, in order to protect human health and the environment.

Services procured under the contracts resulting from this RFP shall be in accordance with the technical requirements found in Alaska Administrative Code 18 AAC 75 and 18 AAC 78, where applicable.

# SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

## SEC. 3.01 SCOPE OF WORK

The State of Alaska, Department of Environmental Conservation (DEC), Division of Spill Prevention and Response (SPAR) solicits proposals from qualified contractors for contaminated site management, characterization, remediation services, and risk assessment support and review.

DEC intends to issue multiple Term Contracts from this RFP to ensure adequate breadth in available contractor support for meeting the needs related to a specific Task and ensure the Task solicitation process remains competitive.

The Term Contractors awarded a Term Contract from this RFP shall manage the services as provided for herein for the term of the contract and optional renewals. The Term Contractors shall perform all management Tasks associated with the performance of the contract resulting from this RFP, including without limitation: workforce planning, scheduling changes, recruitment and hiring, orientation, skills management, training and development, personnel administration, compensation, time and attendance management, grievances, payroll, employee benefits administration, personnel cost planning, performance evaluations, reporting reviews, distributing resources and guidebooks, implementing policy and procedures, and managing labor relations.

For the duration of the contract, any conflicting technical requirements will be resolved in negotiation with the DEC Project Manager. Any changes to the contract schedule or Tasks must be addressed in writing and approved by mutual agreement of the parties.

Tasks I and II below describe activities to be conducted by term contractors. In responding to this proposal, vendors indicate they have the current expertise and capacity or can add knowledge and capability to execute all Task I and II activities.

If no person can be identified when proposals are submitted, the Offeror shall note the title and minimum hiring qualifications (or subcontractor qualifications) that will be applied to each applicable position. If no person was identified for a particular position and the contract is awarded to that selected Offeror, the Offeror agrees to submit to the DEC Contract Manager the identity and resume for each applicable position as soon as the recruitment process is complete. Submit per Section 1.06, Return Instructions. DEC retains the right to approve the proposed person based on the minimum qualifications, per section 4.04, for each Task that person is presented to perform.

**NOTE:** In order for offers to be considered responsive to subsequent Task Request for Proposals, offerors must meet these minimum experience requirements.

### **Task I – Contaminated Site Characterization, Monitoring, Remediation, and Related Support**

The Contractor shall perform any or all of the following to conduct site characterization, monitoring, remediation, and related support. For example, a TRFP may be issued for site characterization, including groundwater and soil sampling, laboratory analysis of samples, data quality assurance/quality control, the generation of reports including figures and data, generation of fact sheets for the public, and facilitation of a public meeting during which the results of the investigation are presented to the public.

Task I activities include:

1. Develop work plans to include site characterization work plans, field sampling plans, quality assurance/quality control plans, health and safety plans, or monitoring plans;
2. Develop conceptual site models under DEC guidance;
3. Conduct and/or interpret contaminant fate and transport modeling beyond a standard conceptual site model;

4. Conduct site characterization activities to include surface and subsurface soil investigations and groundwater, surface water, and sediment investigations;
5. Conduct site characterization activities to include soil gas and/or sub-slab soil gas investigations, building surveys, vapor intrusion characterizations, and indoor and outdoor air quality testing monitoring;
6. Operate on-site field laboratories;
7. Interpret field screening and laboratory data concerning Quality Assurance/Quality Control and adequacy of site characterization;
8. Develop site characterization reports;
9. Conduct statistical analysis and/or review statistical models prepared by other contractors;
10. Conduct drinking water well surveys to identify the locations of wells potentially at risk for contamination;
11. Conduct coastal marine and freshwater aquatic ecosystem sampling and analysis;
12. Conduct site inventories and environmental audits;
13. Conduct Phase I and II environmental site assessments per applicable American Society Testing Materials (ASTM) standards;
14. Develop and implement or review cleanup plans involving excavation and thermal treatment of contaminated soil;
15. Conduct remediation system design, operation, maintenance, and performance evaluation.
16. Conduct source removals at Underground Storage Tank (UST) and Underground Injection Control (UIC) well sites and close USTs and UIC following applicable guidance;
17. Conduct remediation at sites contaminated with petroleum hydrocarbons;
18. Conduct remediation at sites contaminated with chlorinated solvents;
19. Conduct remediation at sites contaminated with heavy metals or per- and poly-fluoroalkyl substances (PFAS);
20. Develop contaminated soil and water management plans for use during construction activities;
21. Oversee assembly and installation of air sparge and/or soil vapor extraction remediation systems;
22. Design and install a vapor extraction system to address vapor intrusion into residential or commercial structures;
23. Evaluate remedial alternatives that may be appropriate for use at a specific site through a feasibility study;
24. Review and/or prepare documents that a Professional Engineer must stamp.
25. Prepare detailed, engineered work plans/designs and technical specifications that can be used as part of a bid document, including remediation construction cost estimates and operation/maintenance plans for proposed remedial actions;
26. Conduct field audits on work performed by other contractors to determine whether work is being conducted in accordance with approved plans, applicable regulations, and industry standards;
27. Conduct after-the-fact third-party reviews of investigation, remediation, or design work performed by other contractors;
28. Evaluate laboratory analytical methods for adherence to standard procedures per SW846 and applicable federal criteria Department of Defense (DoD), U.S. Army Corps of Engineers, Air Force Center for Engineering and the Environment (AFCEE), and Uniform Federal Policy for Quality Assurance Project Plans (UFP-QAPP);
29. Provide technical expertise for litigation assistance, including expert witness testimony and reports, depositions, affidavits, and natural resource damage assessments;
30. Assist DEC in developing policy and guidance documents for the Division of Spill Prevention and Response;
31. Develop training materials and provide training to the Division of Spill Prevention and Response and/or external parties;
32. Conduct historical land ownership and historical land use research;
33. Obtain rights of entry or other legal access agreements to properties;
34. Conduct hazardous building materials assessment and abatement to include asbestos and lead-based paint;
35. Facilitate meetings, conflict resolution, and mediation;



36. Provide community relations support, including the generation of fact sheets, outreach to the public, and related activities;
37. Develop and implement worker health and safety plans; and
38. Surveying to document site locations, buildings, utilities, sampling locations, groundwater elevations, etc.

## **Task II – Risk Assessment and Risk Assessment Support**

The Contractor shall perform and demonstrate expertise in conducting any or all of the following work related to risk assessment and risk assessment support and review. This work shall include the following without limitation:

1. Conduct human health and ecological Risk Assessments per the most recent version of DEC's Risk Assessment Procedures Manual and Federal guidance as requested and prepare human health and ecological risk assessment work plans and reports;
2. Complete ecological scoping forms and/or conduct research and surveys on habitat quality and species of potential concern;
3. Review and provide comments as to the adequacy/completeness of human health and ecological risk assessments and related surveys, reports, data, plans, scoping documents, and associated site characterization information completed by other entities and presented to the Department for review;
4. Participate in planning/scoping/review meetings to develop conceptual site models, risk assessment work plans, and risk assessment reports, and coordinate with natural resource trustees and public health specialists; and
5. Collect samples of environmental media in support of risk assessment-related activities.

## **SEC. 3.02 CONTRACT TERM**

The length of the Term Contract will be from the date of award, approximately October 16, 2023, for approximately five years for the first term, with one additional 3-year renewal option and one 2-year final renewal option. Term Contracts resulting from this solicitation will not exceed ten years.

Unless otherwise provided in this RFP or subsequent TRFPs, 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.

The state reserves the right to cancel the contract at its convenience upon **30** calendars days written notice to the contractor. The state is only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.

## **SEC. 3.03 DELIVERABLES**

The contractor will be required to provide the deliverables as described in subsequent TRFPs.

## **SEC. 3.04 CONTRACT TYPE**

Contract type will be based on the needs of the Project and determined by the Project Manager.

All contracts originating from a Task Request for Proposals (TRFP) solicitation will be either Firm Fixed Price, Cost Plus Fixed Fee, or Cost-Plus Incentive Fee.

### **Firm Fixed Price**

The most common and easiest contract to administer is a firm fixed-price contract. A fixed-price contract is one that obligates the contractor to performance at a specified price.

### **Cost Plus Fixed Fee**

Under these contracts, contractors are paid for all allowable costs plus a predetermined fixed fee. These contracts have been found to be beneficial for research and development work.

### **Cost Plus Incentive Fee**

Under this type of contract, a tentative fee based on estimated costs and a target price is established. If actual costs fall below estimated costs, the contractor and State share in the savings.

This RFP is the first step in a multi-step solicitation. Therefore, the initial award of this term contract is a cost of zero.

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

This section will be applicable to Task Request for Proposals.

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.

## **SEC. 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.

## **SEC. 3.07 CONTRACT PAYMENT**

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

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. 3.08 CONTRACT PRICE ADJUSTMENTS**

This RFP is the first step in a multi-step solicitation. Therefore, the initial award of this term contract is a cost of zero.

## **SEC. 3.09 LOCATION OF WORK**

The state **WILL NOT** provide workspace for the contractor. The contractor must provide its own workspace.

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

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

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

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

### **SEC. 3.10 THIRD-PARTY SERVICE PROVIDERS**

This section is not applicable.

### **SEC. 3.11 SUBCONTRACTORS**

If a proposal with subcontractors is selected, the state may require a signed written statement from each subcontractor that clearly verifies the subcontractor is committed to providing the goods or services required by the contract.

The substitution of one subcontractor for another that was included in the term contract proposal may be made only at the discretion and prior written approval of the DEC Project Manager or procurement officer. Subcontractors proposed for work in response to a TRFP are approved by the DEC project manager.

### **SEC. 3.12 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. 3.13 RIGHT TO INSPECT PLACE OF BUSINESS**

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

### **SEC. 3.14 F.O.B. POINT**

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

### **SEC. 3.15 CONTRACT PERSONNEL**

Any change of the project team members or subcontractors named in proposals for the subsequent TRFP 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. 3.16 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. 3.17 LIQUIDATED DAMAGES**

This section is not applicable.

### **SEC. 3.18 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS**

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

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

### **SEC. 3.19 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, res

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

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

### **SEC. 3.20 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. 3.21 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. 3.22 TERMINATION FOR DEFAULT**

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

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

## SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms which must be completed by the offeror and submitted. An electronic copy of the forms is posted alongside this RFP.

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

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

### SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

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

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

**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). Any pages exceeding the maximum page limit will be discarded and will not be included in the evaluations (for example, the maximum page limit is 3 pages, but the Offeror submits 5 pages for that submittal form. Only pages 1-3 will be evaluated. Pages 4 and 5 would be discarded by the Procurement Officer before sending to the proposal evaluation committee for evaluation.).

Submittal Form	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	Not Applicable
Submittal Form B – Minimum Requirements	5
Submittal Form C – Experience and Qualifications	5

Any Submittal Form that is being evaluated and does not follow these instructions may be deemed non-responsive and rejected. Failure to submit any of the Submittal Forms will result in the proposal being deemed non-responsive and rejected.

### SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)

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

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

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

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

The Submittal Form also requests the following information:

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

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

#### **SEC. 4.04 MINIMUM REQUIREMENTS (SUBMITTAL FORM B)**

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

- 1. Program Manager – This person serves as the main point of contact between the vendor and the DEC PM unless otherwise indicated for a specific task. This person must have at least ten (10) years of experience in Alaska, conducting characterization and cleanup activities regulated by 18 AAC 75 and/or 18 AAC 78; must have a working knowledge of the federal Resource Conservation and Recovery Act (RCRA) and Comprehensive Environmental Response, Compensation and Liability Act (CERCLA); be physically in Alaska; and be a Qualified Environmental Professional as defined in 18 AAC 75.333.
- 2. Professional Engineer – This person must be a registered professional engineer in the State of Alaska with at least ten (10) years of experience in the field of engineering. This person may be the same person as proposed as the program manager above.
- 3. Chemist – This person must have a degree in the field of Chemistry and at least five (5) years of experience reviewing data submitted as part of characterization and cleanup projects conducted under 18 AAC 75.
- 4. Geologist/Environmental scientist – This person must have a degree in the field of Geology or Environmental Science and at least five (5) years of experience conducting contaminated site characterization and cleanup activities regulated under 18 AAC 75.
- 5. Risk Assessor – This person must have a degree in the field of toxicology and/or be currently working as a Risk Assessor with at least five (5) years' experience conducting risk assessment related activities in accordance with DEC's *Risk Assessment Procedures Manual*.

#### **Vendor Experience and Letters of Recommendation**

The vendor must have a minimum of five years of experience conducting Task I and/or Task II activities in the State of Alaska. Each proposal must be accompanied by at least three (3) letters of recommendation from current or past clients for whom the vendor conducted Task I and/or Task II activities.

#### **SEC. 4.05 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM C)**

The proposal shall indicate the manner in which the Offeror meets the minimum. Position descriptions and resumes shall describe qualifications in terms of education and experience directly related to services required herein, identify professional disciplines or job classifications, and state of residency.

Offerors must provide detail on the positions assigned to accomplish work described in the Scope of Work of this RFP; illustrate the lines of authority; designate the individuals by title that may be responsible and accountable for the completion of each component and deliverable of subsequent TRFP.

Offerors must provide a narrative description of the organization and a roster that identifies each position by title.

Offerors must provide resumes for those personnel titled that will be assigned to complete subsequent TRFP projects as a separate attachment to Submittal Form C.

## **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**

### **SEC. 5.01 SUMMARY OF EVALUATION PROCESS**

The state will use the following steps to evaluate 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.
4. The PEC will independently evaluate the documents to ensure they meet the RFP requirements.
5. The PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing Pass or Fail.
6. The evaluators will submit their final individual determination to the procurement officer.
7. The procurement officer will determine, based on PEC member evaluations, offerors technically qualified to meet the state's unique needs.

Proposals will be evaluated based on their overall value to state, considering 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.

<b>Criteria</b>		<b>Weight</b>
Submittal Form A - Provided (Yes or No)		Pass/Fail
Minimum Requirements – Sec. 4.04	(Submittal Form B)	Pass/Fail
Experience and Qualifications – Sec 4.05	(Submittal Form C)	Pass/Fail

### **SEC. 5.02 REVIEW OF MINIMUM REQUIREMENTS**

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

Does offeror meet the requirements of Sec. 4.04 Minimum Requirements?

1. Program Manager - YES or NO
2. Professional Engineer - YES or NO
3. Chemist - YES or NO
4. Geologist - YES or NO
5. Risk Assessor - YES or NO
6. Unfilled position(s) noted by title and qualifications - YES or NO
7. Vendor- Minimum of five years' experience - YES or NO
8. Three letters of recommendation - YES or NO

**NOTE:** An offeror's failure to meet all these minimum requirements will cause their proposal to be considered non-responsive and rejected.



### **SEC. 5.03 REVIEW OF EXPERIENCE AND QUALIFICATIONS**

Does offeror meet the requirements of Sec. 4.05 Experience and Qualifications?

1. Are positions and qualifications described in the resumes of personnel titled? YES or NO
2. Are lines of authority illustrated? YES or NO
3. Is a narrative description of the organization provided? YES or NO
4. Is a roster that identifies each position by title provided? YES or NO

**NOTE:** An offeror's failure to meet these requirements will cause their proposal to be considered non-responsive and rejected.

### **SEC. 5.04 OFFEROR NOTIFICATION OF SELECTION**

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

## **SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION**

### **SEC. 6.01 INFORMAL DEBRIEFING**

When the contract is completed, an informal debriefing may be performed at the discretion of the project director or procurement officer. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

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

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, 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 STANDARD CONTRACT PROVISIONS**

The contractor will be required to sign the state's Standard Contract Form for 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. 6.04 QUALIFIED OFFERORS**

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

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

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

## **SEC. 6.05 PROPOSAL AS PART OF THE CONTRACT**

Part or all of this RFP and the successful proposal may be incorporated into the term contract resulting from this RFP. Part or all of this RFP may be incorporated into the subsequent Task Request for Proposals.

## **SEC. 6.06 ADDITIONAL TERMS AND CONDITIONS**

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

## **SEC. 6.07 HUMAN TRAFFICKING**

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

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

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

## **SEC. 6.08 RIGHT OF REJECTION**

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

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

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

Minor informalities that:

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

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

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

## **SEC. 6.09 STATE NOT RESPONSIBLE FOR PREPARATION COSTS**

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

## **SEC. 6.10 DISCLOSURE OF PROPOSAL CONTENTS**

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

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. 6.11 ASSIGNMENT**

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

## **SEC. 6.12 DISPUTES**

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

## **SEC. 6.13 SEVERABILITY**

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

## **SEC. 6.14 SUPPLEMENTAL TERMS AND CONDITIONS**

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

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

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

## **SEC. 6.15 SOLICITATION ADVERTISING**

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

## **SEC. 6.16 SITE INSPECTION**

This section is not applicable to this RFP.

This section will be applicable to each individual Task Request for Proposals.

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

## **SEC. 6.17 CLARIFICATION OF OFFERS**

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

## **SEC. 6.18 DISCUSSIONS WITH OFFERORS**

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

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

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

## **SEC. 6.19 CONTRACT NEGOTIATION**

This section is not applicable to this RFP.

This section will be applicable to each individual Task Request for Proposals.

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.

## **SEC. 6.20 FAILURE TO NEGOTIATE**

If the selected offeror

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

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

## SEC. 6.21 FEDERALLY IMPOSED TARIFFS

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

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

## SEC. 6.22 PROTEST

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

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

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

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

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

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

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

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

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

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

# **SECTION 7. ATTACHMENTS**

## **SEC. 7.01 ATTACHMENTS**

### **Attachments:**

- 1) Standard Agreement Form for Professional Services & Appendix A
- 2) Indemnity and Insurance – Appendix B
- 3) Submittal Form A, B, and C.

### **RFP RESPONSE CHECKLIST:**

This checklist is provided to assist both the offeror and the State in identifying the RFP requirements within the proposal. There may be additional requirements beyond those listed on this checklist. Offerors are responsible for thoroughly reviewing the RFP to make sure that they have met all the requirements and have provided all necessary information.

- 1) Completed and sign Submittal Forms A, B, and C.
- 2) The offeror acknowledges receipt of all amendments.
- 3) Must be RECEIVED no later than 1:00 PM, prevailing Alaska time, on September 21, 2023.
- 4) Must submit three letters of recommendation in accordance with Sec. 4.04.
- 5) Must include the resumes required under Sec. 4.05.