

STATE OF ALASKA REQUEST FOR PROPOSALS



PORTS AND WATERWAYS AMBIENT WATER QUALITY SAMPLING

RFP 18-611-24

ISSUED NOVEMBER 2, 2023

The Division of Water within Alaska's Department of Environmental Conservation (DEC) is requesting proposals for water quality sampling and data reporting on specific waterbodies related to the Ports and Waterways Project.

ISSUED BY:
DEPARTMENT OF ENVIRONMENTAL
CONSERVATION
DIVISION OF WATER

PRIMARY CONTACT:
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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.

TABLE OF CONTENTS

SECTION 1. INTRODUCTION & INSTRUCTIONS	3
SEC. 1.01 PURPOSE OF THE RFP.....	3
SEC. 1.02 BUDGET.....	3
SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS.....	3
SEC. 1.04 PRIOR EXPERIENCE	4
SEC. 1.05 REQUIRED REVIEW.....	4
SEC. 1.06 QUESTIONS PRIOR TO THE DEADLINE FOR RECEIPT OF PROPOSALS.....	4
SEC. 1.07 RETURN INSTRUCTIONS	4
SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY	5
SEC. 1.09 AMENDMENTS TO PROPOSALS	5
SEC. 1.10 AMENDMENTS TO THE RFP	5
SEC. 1.11 RFP SCHEDULE.....	5
SEC. 1.12 PRE-PROPOSAL CONFERENCE/TELECONFERENCE.....	6
SEC. 1.13 ALTERNATE PROPOSALS.....	6
SEC. 1.14 NEWS RELEASES	6
SECTION 2. BACKGROUND INFORMATION.....	7
SEC. 2.01 BACKGROUND INFORMATION.....	7
SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION	8
SEC. 3.01 SCOPE OF WORK.....	8
SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE.....	11
SEC. 3.03 DELIVERABLES	12
SEC. 3.04 CONTRACT TYPE	13
SEC. 3.05 PROPOSED PAYMENT PROCEDURES.....	13
SEC. 3.06 PROMPT PAYMENT FOR STATE PURCHASES.....	13
SEC. 3.07 CONTRACT PAYMENT.....	13
SEC. 3.08 LOCATION OF WORK.....	13
SEC. 3.09 SUBCONTRACTORS	14
SEC. 3.10 JOINT VENTURES	14
SEC. 3.11 RIGHT TO INSPECT PLACE OF BUSINESS.....	15
SEC. 3.12 F.O.B. POINT.....	15
SEC. 3.13 CONTRACT PERSONNEL	15
SEC. 3.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	15
SEC. 3.15 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS	15
SEC. 3.16 NONDISCLOSURE AND CONFIDENTIALITY	16
SEC. 3.17 INDEMNIFICATION.....	16
SEC. 3.18 INSURANCE REQUIREMENTS.....	17
SEC. 3.19 TERMINATION FOR DEFAULT	17
SECTION 4. PROPOSAL FORMAT AND CONTENT	19
SEC. 4.01 INTRODUCTION	19
SEC. 4.02 PROPOSAL CONTENTS.....	19
SEC. 4.03 EXPERIENCE AND QUALIFICATIONS	20
SEC. 4.04 UNDERSTANDING OF THE PROJECT	20
SEC. 4.05 METHODOLOGY USED FOR THE PROJECT	20
SEC. 4.06 MANAGEMENT PLAN FOR THE PROJECT	21
SEC. 4.07 COST PROPOSAL	21
SEC. 4.08 EVALUATION CRITERIA.....	21
SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION	22
SEC. 5.01 SUMMARY OF THE EVALUATION PROCESS.....	22
SEC. 5.02 EVALUATION CRITERIA.....	22
SEC. 5.03 SCORING METHOD AND CALCULATION	23
SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (125 POINTS)	24
SEC. 5.05 UNDERSTANDING OF THE PROJECT (125 POINTS)	24
SEC. 5.06 METHODOLOGY USED FOR THE PROJECT (125 POINTS)	25
SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT (125 POINTS).....	25

SEC. 5.08	CONTRACT COST (400 POINTS).....	25
SEC. 5.09	ALASKA OFFEROR PREFERENCE (100 POINTS)	26
SECTION 6.	GENERAL PROCESS AND LEGAL INFORMATION	28
SEC. 6.01	INFORMAL DEBRIEFING.....	28
SEC. 6.02	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	28
SEC. 6.03	SITE INSPECTION.....	29
SEC. 6.04	CLARIFICATION OF OFFERS.....	29
SEC. 6.05	DISCUSSIONS WITH OFFERORS.....	29
SEC. 6.06	EVALUATION OF PROPOSALS	29
SEC. 6.07	CONTRACT NEGOTIATION.....	30
SEC. 6.08	FAILURE TO NEGOTIATE.....	30
SEC. 6.09	OFFEROR NOTIFICATION OF SELECTION	30
SEC. 6.10	PROTEST.....	30
SEC. 6.11	APPLICATION OF PREFERENCES.....	31
SEC. 6.12	ALASKA BIDDER PREFERENCE	32
SEC. 6.13	ALASKA VETERAN PREFERENCE	32
SEC. 6.14	STANDARD CONTRACT PROVISIONS.....	33
SEC. 6.15	QUALIFIED OFFERORS.....	33
SEC. 6.16	PROPOSAL AS PART OF THE CONTRACT.....	33
SEC. 6.17	ADDITIONAL TERMS AND CONDITIONS.....	33
SEC. 6.18	HUMAN TRAFFICKING.....	33
SEC. 6.19	RIGHT OF REJECTION	34
SEC. 6.20	STATE NOT RESPONSIBLE FOR PREPARATION COSTS.....	34
SEC. 6.21	DISCLOSURE OF PROPOSAL CONTENTS.....	34
SEC. 6.22	ASSIGNMENT.....	35
SEC. 6.23	DISPUTES.....	35
SEC. 6.24	SEVERABILITY	35
SEC. 6.25	SUPPLEMENTAL TERMS AND CONDITIONS	35
SEC. 6.26	SOLICITATION ADVERTISING	36
SEC. 6.27	FEDERALLY IMPOSED TARIFFS	36
SECTION 7.	ATTACHMENTS.....	37
SEC. 7.01	ATTACHMENTS.....	37

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Environmental Conservation (DEC), Division of Water, solicits proposals for water quality sampling and data reporting on select waterbodies for the Ports and Waterways Project.

SEC. 1.02 BUDGET

DEC estimates a budget of between \$600,000.00 and \$900,000.00 for this project. Proposals priced at more than \$900,000.00 total will be considered non-responsive.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 1:00 PM prevailing Alaska Daylight Time on December 18, 2023, as indicated by postmark or email timestamp, and late proposals will not be considered.

SEC. 1.04 PRIOR EXPERIENCE

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

- Minimum of 5 years of experience leading environmental sampling efforts in Alaska;
- Minimum of 5 years of experience collecting water quality samples; and
- Minimum of 3 years of experience reporting on water quality results via either EPA's Water Quality Portal, the Ambient Water Quality Monitoring System (the data management system used by DEC), or a similar data management system.

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

SEC. 1.05 REQUIRED REVIEW.

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

SEC. 1.06 QUESTIONS PRIOR TO THE 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
- PHONE: +1 (907) 269-7929
- EMAIL ADDRESS: DECDASProcurement@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

If you are submitting a response through IRIS Vendor Self-Service (VSS), you may skip this section.

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to DECDASProcurement@alaska.gov as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

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

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

It is the offeror's responsibility to contact the issuing agency at +1 (907) 269-7929 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.09 AMENDMENTS TO PROPOSALS

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

SEC. 1.10 AMENDMENTS TO THE RFP

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

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

SEC. 1.11 RFP SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / RFP Released		November 2, 2023
Deadline for Receipt of Proposals / Proposal Due Date	1:00 PM	December 18, 2023
Proposal Evaluations Complete		Approximately the week of December 25, 2023
Notice of Intent to Award		Approximately the week of December 25, 2023
Contract Issued		Approximately the week of January 1, 2024

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. 1.12 PRE-PROPOSAL CONFERENCE/TELECONFERENCE

This section is not applicable as a pre-proposal conference/teleconference will not be held.

SEC. 1.13 ALTERNATE PROPOSALS

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

SEC. 1.14 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

This RFP is for the completion of water quality sample collection in 19 harbors and 30 shipping lanes throughout coastal Alaska. Sampling will occur from April 2024 to October 2024 and April 2025 to June 2025. The project end date is September 30, 2025, to allow time for data entry.

Since 2015, DEC has conducted marine water quality monitoring in select ports and waterways for a suite of parameters, including dissolved oxygen, pH, temp, salinity, bacteria (fecal and enterococci), ammonia-N, copper (total and dissolved), nickel (total and dissolved), and zinc (total and dissolved). Microbial Source Tracking (MST) has also been used in select locations to better understand sources of bacteria pollution. DEC is interested in continuing this work to better understand the ambient conditions of waterways used by large and small vessels.

The DEC Commercial Passenger Vessel Environmental Compliance (CPVEC) program authorizes proposed discharges from cruise ships to marine waters. The DEC has issued a general permit for these discharges that requires compliance with water quality standards at discharge or submitting a request for a mixing zone. The current general permit is based on the best available ambient water quality data; however, these data are limited.

Monitoring Alaska's high-traffic harbors and shipping lanes is necessary to provide information about ambient conditions to determine if Alaska Water Quality Standards (WQS) are being met and to inform permitting.

This project aims to provide reliable ambient water quality information on marine areas with a concentration of marine transportation activity.

Sample sites are in Prince William Sound, Western, and Southeast Alaska, for an estimated 127 individual sampling locations. See solicitation attachments "Sample Schedule" and "Sample Sites" for additional information.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Environmental Conservation, Division of Water, solicits proposals for water quality sampling in select marine harbors, ports, and shipping lanes.

The contractor shall:

- Work cooperatively with the Department.
- Provide all work products electronically in Microsoft Office, Excel, or other approved formats without password protection.
- Provide work products free of typographical and grammatical errors.
- Use the department's templates and applicable work instructions to prepare the deliverables where appropriate.
- Provide a detailed monthly report to the project manager by email in a PDF, no later than five business days after the end of each month, of all work completed during the previous month. The monthly report should address the following work status parameters: Project Name, Contract No., Contract Award Amount, Remaining Budget, and Percent Complete for each task: Planning, Sampling, and Results (described below).
- Provide an invoice for work completed during the previous month no later than five business days after the end of each month. The invoice will include funds spent on each task (Planning, Sampling, and Results).

Specific tasks the contractor will perform are Task 1. Planning, Task 2. Sampling, and Task 3. Reporting Results. Each is detailed here.

TASK 1: PLANNING

Before sampling, the contractor will work with the DEC Project Manager to plan for a successful sampling season.

- The contractor will review the DEC-provided Quality Assurance Project Plan (QAPP) (see attachments) and provide any suggestions for changes. When finalized, the contractor shall commit to following and signing the QAPP before sampling.
- The QAPP will include the required detection limits for all analytes. The contractor must ensure that laboratories selected for analyses can detect the analyte at the required detection limits.
- The contractor will provide DEC with an annual proposed sampling calendar on March 15th, or at least two weeks before sampling activities, whichever comes first. The sampling calendar will include a sampling schedule, labs for analysis, and a plan to get samples to the lab within holding times.

TASK 2: SAMPLING

Conduct Field Sampling:

- Adherence to the Quality Assurance Project Plan (QAPP) – During sampling events, all individuals (contractor and their employees or sub-contractor(s)) must follow the requirements and guidelines established in the QAPP. The contractor must conduct field sampling according to the QAPP (see attachments).
 - The contractor must communicate any discrepancies between the QAPP and field activities with the DEC Project Manager as soon as possible. The QAPP may be adjusted during the season due to field conditions and/or recommendations from the DEC Quality Assurance Officer and/or DEC Project Manager.
- Selected harbors (see Tables 1 and 2 of the “Sample Schedule” spreadsheet) will be sampled at the 0.2 to 0.7 meter water depth for fecal coliform and enterococci bacteria six times within 30 days annually. Sampling may not occur on consecutive days. There must be at least one day between sample events at the same harbor. Shipping lane sample sites and some harbors will be sampled once annually for fecal coliform and enterococci at 0.2 to 0.7 meter depth.
 - Efforts will be made to deliver bacteria samples to the lab within the 6-hour hold time.
 - Concurrent with each sample event, a sample duplicate will be taken at a randomly selected site.
 - Fecal coliforms will be analyzed using SM9222D, and enterococci using ASTM D6503-99, D6503-14, D6503, or ENTEROLERT.
- All sites will be sampled for ammonia-N, copper (total and dissolved), nickel (total and dissolved), and zinc (total and dissolved) according to the QAPP (4 times for most community sites during the spring of 2024, and once for shipping lane sites).
 - Concurrent with grab samples for metals and ammonia-N, each station will be sampled at the 1, 2, 3, and 4-meter depths for in-situ measurements of temperature, pH, dissolved oxygen, and salinity using a calibrated multimeter sonde approved by DEC.
 - Concurrent with each sample event, a sample duplicate will be taken at a randomly selected site. A field blank will also be taken during each sampling event, and a trip blank will travel with the team while sampling. These will be analyzed alongside the other samples.
 - Copper, nickel, and zinc samples must be analyzed for dissolved levels using EPA method 200.8.
 - Ammonia as N samples will be analyzed using EPA method 350.1. The DEC Project Manager may ask the contractor to collect an occasional MST sample (not to exceed six per season). DEC will pay for the lab analysis and shipping of these samples and provide coolers and sample bottles. Upon request from the DEC project manager, the

contractor may collect up to three (3) MST samples while gathering other materials. The contractor must then deliver the samples to FedEx for transportation

- Field Log Documentation – DEC will provide a Field Log template (see attachments). The contractor will fully document all sampling events in the Field Log. This includes equipment pre-sampling calibration and post-sampling verification, field sampling notes, unusual occurrences, precipitation observations (48 hours prior, 24 hours prior, and during sampling activities), wind, tidal observations, wildlife observations, presence of cruise ships, observations of discharges, and any other relevant information or observations (this includes pictures of any unusual observations or notable information). Field logs must be reviewed for legibility and accuracy as soon as possible after the sample event and provided to the DEC Project Manager within 30 days.
- The contractor shall review laboratory EDDs within seven days of receipt to ensure laboratory QA/QC procedures are reported and to note any unexplainable discrepancies (e.g., dissolved metals higher than total metals when results are above the Reporting Limit). The Contractor will contact the lab and DEC with any concerns or irregularities.
 - Upon the conclusion of sampling, the contractor shall retain original results from laboratory analysis and original Field Logs for five years following completion of sampling.
- The contractor and their employees, sub-contractor(s) and their employees, or observer(s) of any sampling event shall adhere to any relevant laws, regulations, guidance, and specific port clearance procedures that may apply at all times.
- When requested, the contractor will coordinate sampling activities to allow for DEC field participation. These joint sampling events will provide an opportunity for DEC to conduct field audits and additionally for community outreach and/or to gain familiarity with environmental conditions and logistical challenges at different sample locations. DEC will conduct at least one field audit annually to ensure the QAPP is followed.

TASK 3: REPORTING RESULTS

The contractor will document project results through DEC's Quality Assurance review and documentation process. The contractor will provide all data deliverables described below.

The contractor will collaborate with DEC's Project Manager and Quality Assurance (QA) Officer to examine the raw data and input it into the Ambient Water Quality Monitoring System (AWQMS) compatible Excel format. The DEC Project Manager will provide this format as an Excel workbook. More information can be found at the following URL: <https://www.awqms.com/awqms>. The contractor will also complete the Water Quality (WQ) Data Review Checklist (see attachments).

- Deliverable: The contractor shall prepare all data in a DEC-provided Alaska Water Quality Management System (AWQMS) compatible format within three months after sample completion. This shall be complete and error-free. It will include all field measurements, laboratory results, location information, observations, and other data. This is due no later than 90 days after completing sampling.
 - Data entry in the AWQMS format is a reiterative process, and the contractor will work with the DEC Project Manager to correct any data entry errors or omissions. A draft of the AWQMS-compatible Excel workbook will be provided to the DEC Project Manager no later than 60 days following sampling. The contractor will work to correct any errors identified by the DEC Project Manager and resubmit it to the DEC Project Manager.
- Deliverable: The contractor will work with the DEC Project Manager to complete a Data Review Checklist (see attachments). This is due no later than 90 days after completing sampling.
 - A WQ Data Review Checklist draft will be provided to the DEC Project Manager no later than 60 days following sampling. The contractor will incorporate any edits from the DEC Project Manager and resubmit it.
- Deliverable: The contractor shall submit electronic copies of all laboratory analyses to the department upon the conclusion and no later than ten days after receipt of the analysis.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately January 1, 2024, until September 30, 2025.

- Task 1.0 Planning – The Proposed Sampling Calendar is due approximately 60 days from the contract award, estimated to be March 15, 2024. Planning will also occur for the 2025 summer season by March 15, 2025.
- Task 2.0 Sampling – Field Logs are due 30 days following completion of the sample event; Lab result reports are due ten days following receipt of the Electronic Data Delivery (EDD) from the lab.
- Task 3.0 Results – A draft of the AWQMS-compatible Excel workbook and WQ Data Review Checklist is due no later than 60 days following sampling, estimated to be due December 1, 2024, and September 1, 2025. The final AWQMS-compatible Excel workbook and WQ Data Review Checklist are due no later than 90 days following sampling, estimated to be due on December 31, 2024, and by September 30, 2025.

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. The

procurement officer may only execute a month-to-month extension via a written contract amendment.

SEC. 3.03 DELIVERABLES

The contractor will be required to provide the following deliverables:

Task 1. Planning

- Review and sign the QAPP before sampling.
- Submit Sample Plan for department approval. Due annually on March 15, or at least two weeks before sampling activities, whichever comes first.

Task 2. Sampling

- Conduct sampling while adhering to the QAPP and all applicable laws and regulations.
- Submission of all Field Logs and photos electronically; due 30 days following completion of sample event.
- Submission of all Lab EDDs electronically; due ten days following receipt.
- Monthly progress reports and invoices for each month that work is done on the project, due within five days of the end of the month (on the 5th).

Task 3. Reporting Results

- A draft of the AWQMS-compatible Excel workbook and WQ Data Review Checklist is due no later than 60 days following sampling, estimated to be due December 1, 2024, and September 1, 2025.
- The final AWQMS-compatible Excel workbook and WQ Data Review Checklist are due no later than 90 days following sampling, estimated to be due on December 31, 2024, and by September 30, 2025.

SEC. 3.04 CONTRACT TYPE

This contract is a cost-plus-fixed-fee contract.

SEC. 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 have 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 LOCATION OF WORK

The locations where the work is to be performed, completed, and managed are throughout Alaska. There are a total of 127 sampling locations across Prince William Sound, Western, and Southeast Alaska. Refer to Tables 1 and 2 for sites and sampling schedules in the attachments to this solicitation.

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

The contractor should include in their price proposal transportation, lodging, and per diem costs sufficient to pay for two people to make one trip to all the listed locations. Travel to other locations will not be required.

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

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

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

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

SEC. 3.09 SUBCONTRACTORS

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

Subcontractor experience shall not be considered in determining whether the offeror meets the requirements set forth in **SEC. 1.04 PRIOR EXPERIENCE**.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license;
 - If a subcontractor on the list did not have a valid Alaska business license at the close of the RFP, the Offeror may not use the subcontractor in the performance of the contract and shall replace the subcontractor with a subcontractor who had a valid Alaska business license at the close of the RFP.
- a written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to rendering the services required by the contract.

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

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

SEC. 3.10 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.11 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. 3.12 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. 3.13 CONTRACT PERSONNEL

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

SEC. 3.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project 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. 3.15 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

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

SEC. 3.16 NONDISCLOSURE AND CONFIDENTIALITY

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

Confidential information, as used herein, means any data, files, software, information, or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible, or intangible form and however stored, compiled, or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a 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 is previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to a subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SEC. 3.17 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of or liability for error, omission, or negligent act of the contractor under this agreement. The

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

SEC. 3.18 INSURANCE REQUIREMENTS

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

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

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

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

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

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

SEC. 3.19 TERMINATION FOR DEFAULT

If the project director or procurement determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion,

the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

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

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 INTRODUCTION

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

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

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

SEC. 4.02 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

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

(b) OFFEROR'S CERTIFICATION

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

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

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

(c) VENDOR TAX ID

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

(d) CONFLICT OF INTEREST

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

(e) FEDERAL REQUIREMENTS

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

SEC. 4.03 EXPERIENCE AND QUALIFICATIONS

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP, illustrate the lines of authority, and designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

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

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

SEC. 4.04 UNDERSTANDING OF THE PROJECT

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

SEC. 4.05 METHODOLOGY USED FOR THE PROJECT

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

SEC. 4.06 MANAGEMENT PLAN FOR THE PROJECT

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

SEC. 4.07 COST PROPOSAL

Offerors must complete and submit this Submittal Form. Proposed costs must 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.

SEC. 4.08 EVALUATION CRITERIA

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

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1000****SEC. 5.01 SUMMARY OF THE EVALUATION PROCESS**

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

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

SEC. 5.02 EVALUATION CRITERIA

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

Overall Criteria	Weight
Responsiveness	Pass/Fail

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

Cost Criteria	Weight
Cost Proposal	400
Total	400

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

TOTAL EVALUATION POINTS AVAILABLE: 1000

SEC. 5.03 SCORING METHOD AND CALCULATION

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in Sections 5.04 through 5.07 and assign a single score of 1 through 10, with 10 representing the highest score and 1 representing the lowest score. Using only whole numbers, PEC members should start with a score of 5 on each section. The score may either increase or decrease depending on the offeror's response to each question for that section. As an example, if the Offeror provided responses over and above the evaluation questions in a section, they would receive a higher score. However, if the Offeror's response fails to address all questions of a section or demonstrates some lack of understanding or competency as it relates to a question for that section, the Offeror would then receive a lower score.

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

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

Example (Max Points for the Section = 100):

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

Offeror 1 was awarded 75 points:

Offeror Total Score (30)

_____ x Max Points (100) = Points Awarded (75)

Highest Total Score Possible (40)

Offeror 2 was awarded 50 points:

Offeror Total Score (20)

_____ x Max Points (100) = Points Awarded (50)

Highest Total Score Possible (40)

Offeror 3 was awarded 100 points:

Offeror Total Score (40)

_____ x Max Points (100) = Points Awarded (100)

Highest Total Score Possible (40)

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (125 POINTS)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

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

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

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

SEC. 5.05 UNDERSTANDING OF THE PROJECT (125 POINTS)

Proposals will be evaluated against the questions set out below:

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

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

SEC. 5.06 METHODOLOGY USED FOR THE PROJECT (125 POINTS)

Proposals will be evaluated against the questions set out below:

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

SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT (125 POINTS)

Proposals will be evaluated against the questions set out below:

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

SEC. 5.08 CONTRACT COST (400 POINTS)

Overall, a minimum of 40% of the total evaluation points will be assigned to cost. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

$$[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})] \div (\text{Cost of Each Higher Priced Proposal})$$

Example (Max Points for Contract Cost = 400):

Step 1

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

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

Step 2

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

Offeror #1 receives 400 points.

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

Offeror #2 receives 374.3 points.

$\$40,000$ lowest cost x 400 maximum points for cost = 16,000,000 ÷ $\$42,750$ cost of Offeror #2's proposal = 374.3

Offeror #3 receives 336.8 points.

$\$40,000$ lowest cost x 400 maximum points for cost = 16,000,000 ÷ $\$47,500$ cost of Offeror #3's proposal = 336.8

SEC. 5.09 ALASKA OFFEROR PREFERENCE (100 POINTS)

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

Example:**Step 1**

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

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

Step 2

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

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

Step 3

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

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

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

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

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

SEC. 6.03 SITE INSPECTION

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

SEC. 6.04 CLARIFICATION OF OFFERS

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

SEC. 6.05 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.06 EVALUATION OF PROPOSALS

The procurement officer or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

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

SEC. 6.07 CONTRACT NEGOTIATION

After the final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items that 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 initiated, they may take place through teleconferencing via Microsoft Teams.

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

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

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

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.10 PROTEST

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

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

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

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

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

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

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

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

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

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

SEC. 6.11 APPLICATION OF PREFERENCES

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

[Application Of Preferences](#)

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)
- Alaska Veteran's Preference - AS 36.30.321(f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational

Rehabilitation list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. **An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.**

SEC. 6.12 ALASKA BIDDER PREFERENCE

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

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

Alaska Bidder Preference Certification Form

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

SEC. 6.13 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.14 STANDARD CONTRACT PROVISIONS

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

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

SEC. 6.15 QUALIFIED OFFERORS

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

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

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

SEC. 6.16 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.17 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 6.18 HUMAN TRAFFICKING

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

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

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

SEC. 6.19 RIGHT OF REJECTION

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

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

Minor informalities that:

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

may be waived by the procurement officer.

The State reserves the right to refrain from making an award if it determines that it is not in the best interest of the State.

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

SEC. 6.20 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 6.21 DISCLOSURE OF PROPOSAL CONTENTS

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

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

SEC. 6.22 ASSIGNMENT

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

SEC. 6.23 DISPUTES

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

SEC. 6.24 SEVERABILITY

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

SEC. 6.25 SUPPLEMENTAL TERMS AND CONDITIONS

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

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

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

SEC. 6.26 SOLICITATION ADVERTISING

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

SEC. 6.27 FEDERALLY IMPOSED TARIFFS

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

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

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments:

- 1) Cost Proposal
- 2) Standard Agreement Form with Appendix A
- 3) Sample Sites
- 4) Sample Schedule
- 5) Quality Assurance Project Plan (QAPP)
- 6) Field Log Template
- 7) Water Quality (WQ) Data Review Checklist