

STATE OF ALASKA

REQUEST FOR PROPOSALS



EMERGENCY PUBLIC INFORMATION MANAGEMENT SUPPORT RFP 18-626-24

Issued April 23, 2024

The State of Alaska, Department of Environmental Conservation (DEC), Division of Spill Prevention and Response (SPAR) is soliciting proposals for term contracts from qualified communications contractors to assist the Division's Public Information Officer (PIO) with public information services and outreach during emergencies and other significant incidents.

ISSUED BY:

Department of Environmental Conservation
(DEC),
Division of Spill Prevention and Response (SPAR)

PRIMARY CONTACT:

Bryant Trujillo,
Procurement Specialist III,
DECDAProcurement@alaska.gov

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEBSITE, 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, Department of Environmental Conservation (DEC), Division of Spill Prevention and Response (SPAR) is soliciting proposals for term contracts from qualified communications contractors to assist the Division's Public Information Officer (PIO) with public information services and outreach during emergencies and other significant incidents.

SEC. 1.02 CONTRACT BUDGET

DEC estimates a budgeted maximum expenditure for services provided under this contract over the entire contract duration resulting from this RFP, including any renewals, is \$1,000,000.00. This is a contingency contract for public communications support during incidents that exceed the Department's internal capacity. The successful offeror is not guaranteed that services will be required during the contract term.

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 P.M.** prevailing Alaska Daylight Time (AKDT) on **May 14, 2024**. Faxed or oral proposals are not acceptable. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR MINIMUM EXPERIENCE

To be considered responsive, an offeror, or all offerors in the case of joint ventures, must be able to demonstrate at the time of the proposal submission that the:

- The firm has been in business providing public communications for at least five (5) years;
- The account executive must have a minimum of five (5) years of experience as a communications professional; and
- The two (2) additional assigned staff must each have at least one (1) year of experience as communications professionals.

An offeror's failure to meet these minimum prior experience requirements may 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 (10) days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of the offeror's proposals upon which an award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

Two types of questions generally arise. One may be answered by directing the inquirer to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more

complex and require a written amendment to the RFP. The procurement officer will make this determination.

Procurement Officer: **Bryant Trujillo** – Email Address: **DECIDASProcurement@alaska.gov**

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit their proposal electronically to the procurement officer in a single PDF file. The services proposal and cost proposal must be saved as separate PDF documents and emailed to **DECIDASProcurement@alaska.gov** as separate, clearly labeled attachments, such as “Firm Name – Services Proposal.pdf” and “Firm Name – Cost Proposal.pdf.” The email must contain the RFP number in the subject line.

The maximum size of a single email, including all text and attachments, the State can receive is 20 megabytes (MB). If the email containing the proposal exceeds this size, it must be sent in multiple emails that are each less than 20 MB and 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 **DECIDASProcurement@alaska.gov** 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, it will be provided to all who were notified of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice website.

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

SEC. 1.11 RFP SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / RFP Released		April 23, 2024
Deadline for Receipt of Proposals / Proposal Due Date	1:00 P.M.	May 14, 2024
Proposal Evaluations Complete		Approximately the week of May 13, 2024
Notice of Intent to Award		Approximately the week of May 13, 2024
Contract Issued		Approximately the week of May 27, 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 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation. In accordance with 2 AAC 12.830, alternate proposals, that is 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

Communication with the public is a critical part of DEC's work to protect public health and the environment, especially during emergencies or critical incidents. DEC must release timely, accurate, and easily understandable information so that the public can act accordingly and maintain their trust.

During an incident, the DEC/SPAR Public Information Officer (PIO) serves as the communications director for the State and is responsible for developing and releasing information to the media, incident personnel, and other appropriate agencies and organizations. The PIO facilitates interactions with media and assists with community, industry, governmental, tribal, and interest group relations. They must understand the attitudes and concerns of these groups and establish and maintain cooperative relationships with them and with print and broadcast media.

Incidents that draw immediate or prolonged public interest can be local, statewide, national, or international in scope. Within SPAR, these incidents are primarily, but not limited to, oil spills and the release of hazardous materials. All incidents are managed under the Incident Command System (ICS), which is scalable to the size of the incident.

During an oil spill, the DEC/SPAR PIO serves under the direction of the State On-Scene Coordinator (SOSC) and acts as lead manager for all spill-related public information activities that fall under State jurisdiction. Multi-jurisdiction incidents often lead to the formation of a Unified Command, which may choose to establish a Joint Information Center (JIC). This commonly means a place where public affairs professionals from organizations involved in the response can co-locate to perform critical emergency information, crisis communications, and public affairs functions. In practical terms, JICs can also perform many functions in a virtual capacity without the need to physically co-locate.

The purpose of this request for proposals is to have in place a communications contractor to assist the DEC/SPAR PIO with public information services and public outreach during emergencies and other significantly impactful incidents. Every incident is different, and the needs of the DEC/SPAR PIO will vary accordingly. Assistance would primarily be required for information gathering, fact-checking, message drafting, and monitoring social and traditional media and public communications. There could be incidents for which other communications-related services could be required as well. These are discussed in the next section.

Alaskans expect a high level of transparency and responsiveness, which could put the Department in a different position from that of a responsible party and the Unified Command for a response. Because of this, the successful offeror would work solely at the direction of DEC when assisting with a response.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

DEC/SPAR PIO Support

The offeror may be asked to provide up to three (3) full-time staff for an indefinite period at the Joint Information Center, a remote location, their primary workstation, or another location as directed by the DEC/SPAR PIO during an incident response. The most acute need is expected to be in the early days or weeks of a response and could include late hours and weekends.

The three (3) staff that the offeror proposes to assign must be able to demonstrate the ability to:

- Identify communications needs and issues, and draft appropriate messages for a range of materials, delivery channels, speakers, and audiences;
- Assist with information gathering, fact-checking, and social and traditional media and public communications monitoring; and
- Present complex concepts in plain and understandable language, including details of potential risks to the public.

Offeror Capabilities of the three (3) staff proposed.

The offeror may be requested to perform other public communications tasks to support the PPR program, response, or emergency, such as:

- **Speaker preparation:** Provide press conferences, interviews, and public speaking coaching.
- **Publications:** Drafting, layout, printing, and placement.
- **Media events:** Plan and implement events such as press conferences and media tours.
- **Image sourcing:** Take or obtain photos or videos and edit as needed.
- **Social media/website:** Manage and post information to new or existing channels.
- **Community events:** Plan and implement public events such as town halls.
- **Digital mapping:** Create and edit maps and charts.
- **Technical support:** Implement necessary communications channels.

SEC. 3.02 CONTRACT TERM AND TYPE

A contract awarded under this RFP will be a one-year term contract with four (4) one-year optional renewals. Renewals will be exercised solely at the discretion of the state. The Department of Environmental Conservation makes no guarantee as to the amount of work that will be available during the initial period of the contract and any subsequent renewals. Work will be requested by the DEC/SPAR PIO as needed to support the response to an emergency or oil spill. The billing and payment on any given work assignment will be time and expense, with expenses limited to those that must be approved in advance by the DEC/SPAR PIO and relate directly to the work being performed.

If the DEC/SPAR PIO requires the contractor to travel, then transportation, lodging, and per diem costs will be reimbursed as allowed under the State of Alaska travel policy upon receipt of submission with a regular invoice.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agrees: (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.

Individual Projects

Multiple Award: The State reserves the right to make multiple awards per project as necessary to ensure complete coverage. If more than one (1) contractor is selected as a result of this RFP, the top-scoring contractor will be issued project-specific requests for proposals from DEC for individual projects. DEC reserves the right to proceed with the next highest-scoring Contractor if it determines it is necessary to meet the needs of the State.

The scope of work will provide the project's background and establish the objectives, tasks, deliverables, response format, and schedule. The contractor(s) must respond with a cost proposal and narrative that outlines the approach to completing the project and meeting the objectives of the task description, a list of individuals who shall be working on the specific projects, and shall disclose if there is a potential conflict of interest for that particular project.

Notice to Proceed

A secondary contract issued under the term contract will be a project task basis awarded through the issuance of a Notice of Proceed (NTP). An NTP is a contract award document used by DEC to award funding for the performance of project tasks defined in a project scope during a specified performance period at an agreed price. A project issued by DEC establishes deliverables and schedules for the completion of project tasks. The contract, awarded via the NTP, includes the contractor's technical and cost proposals and the project task, including the terms, conditions, requirements, schedule, deliverables, and scope of work.

If more than one contract is awarded under this RFP, each project will be awarded to the most advantageous, responsive, and responsible contractor. If there is a conflict of interest or the first-place contractor is unable to perform the services, then the second-place contractor will be awarded the project.

SEC. 3.03 DELIVERABLES

Deliverables will be determined by the DEC/SPAR PIO based on DEC's support needs for an incident.

At the beginning of an incident, the DEC/SPAR PIO will contact the offeror's assigned account executive with information regarding required support and the work location or locations. The offeror may not

deploy staff or undertake any work for DEC without written approval from the DEC/SPAR PIO. Any changes during the incident to deployed staff, assigned tasks, or other specifics will be confirmed in writing.

It is expected that the offeror will be able to make the three (3) assigned staff people available to work at the direction of the DEC/SPAR PIO within 24 hours remotely and within 48 hours at the location or locations designated by the DEC/SPAR PIO if it is different than the offeror's regular work site. The DEC/SPAR PIO will confirm in writing with the account executive at the time of the incident what the work requirement is and how many of the three (3) staff will be required. This arrangement may change over the course of an incident.

The DEC/SPAR PIO will coordinate with the account executive on periodic meetings with and relevant Incident Command System (ICS) training for assigned staff.

SEC. 3.04 PROPOSED PAYMENT PROCEDURES

The contractor will invoice DEC on a monthly basis. Invoices will be based on services provided and expenses incurred in the month prior. Invoices must include a breakdown of the services provided and hours worked by each individual. No payment will be made until the invoice has been approved by the project director.

SEC. 3.05 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 a correct invoice. The discount shall be applied to the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an Electronic Funds Transfer (EFT) is initiated.

SEC. 3.06 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of 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.

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

SEC. 3.07 CONTRACT PRICE ADJUSTMENTS

Consumer Price Index (CPI): Contract prices will remain firm through the initial one-year term.

The contractor may request price adjustments in writing 30 days prior to the contract renewal date. Requests must be in writing and must be received 30 days prior to the contract renewal date. If the contractor fails to request a CPI price adjustment 30 days prior to the contract renewal date, the adjustment will be effective 30 days after the state receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, and Urban Alaska.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year's six-month average (January through June or July through December 2024) and each (January through June or July through December 2024 six-month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

All price adjustments must be approved by the procurement officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the procurement officer.

SEC. 3.08 LOCATION OF WORK

Work will be performed at the location(s) designated by the DEC/SPAR PIO and may include the contractor's primary place of business.

The state will provide workspace for the contractor if the project manager requires the work to be performed at a location other than the contractor's primary place of business.

If the project manager requires the contractor to travel, transportation, lodging, and per diem costs will be reimbursed as allowed under the State of Alaska travel policy and upon the submission of receipts with a regular invoice.

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 (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. 3.09 SUBCONTRACTORS

Subcontractors may be used to fill the two (2) additional assigned positions under DEC/SPAR PIO support in Section 3.01 Scope of Work but may not be used for the account executive position. If an offeror intends to use subcontractors to fill the two (2) additional assigned positions, the offeror must complete the Submittal Document E discussed in Section 4.07 of this RFP.

Failure to provide this information with an offeror's proposal may cause the state to consider it 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.

SEC. 3.10 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. 3.11 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 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. 3.13 INSPECTION AND MODIFICATION

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 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. 3.14 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During 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. 3.15 NONDISCLOSURE AND CONFIDENTIALITY

The contractor agrees that all confidential information shall be used only for the 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 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 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. 3.16 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, including 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. 3.17 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:** The contractor shall provide and maintain a policy covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000.00 combined single limit per claim.
- **Commercial Automobile Liability Insurance:** The contractor shall provide and maintain a policy covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000.00 combined single limit per claim.

SEC. 3.18 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 & CONTENT

SEC. 4.01 RFP SUBMITTAL FORMS

This RFP requires Submittal Forms, which must be completed by the offeror and submitted as their proposal. Offerors shall not deviate from the structure of the forms described in 4.02 Special Formatting Requirements unless permitted to do so.

This RFP contains submittal forms, which the offeror must complete and submit as part of their proposal. Offerors must provide Submittal Form B, C, D, and E on their own documents, in PDF format, with a company letterhead.

Unless otherwise specified in this RFP, the submittal forms shall be the offeror's entire proposal. Do not include any marketing information in the proposal. The offeror shall not disclose their costs in Submittal Forms A, B, C, D, or E. Submission forms shall not exceed the page limit.

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 English and 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 requirements for page limits below.

Page Limits: Some Submittal Forms listed below have maximum page limit requirements. Offerors must not exceed the maximum page limits.

Submittal Form	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	2
Submittal Form B – Overview of Firm and Proposal	3
Submittal Form C – DEC PIO Support	3
Submittal Form D – Offeror Capabilities	5
Submittal Form E – Subcontractors	No Limit
Submittal Form F – Cost Proposal	1

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

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:

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

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

A statement that the offeror has read Sec. 6.10 Disclosure of Proposal Contents, and has marked any proprietary information as confidential at the time the proposal was submitted, and understands that the Procurement Officer will make the final determination of what may be held confidential under Alaska Statutes.

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 OVERVIEW OF FIRM AND PROPOSAL (SUBMITTAL FORM B)

Provide a narrative that briefly addresses the offeror's or Joint Ventures:

- History and principals
- Understanding of the needs of the department in emergency and spill response communications
- Ability to meet these needs, including the use of subcontractors
- Experience with and understanding of emergency and spill response communications

- Experience with public education campaigns that required clearly and plainly communicating complex information to a broad audience.

In addition, please provide:

- A list of all contracts that the offeror or Joint Venture presently has for communications services with firms that produce, store, transport, or refine oil or other petroleum products or other hazardous materials or substances.
- The name and contact information for three references that can speak to the offeror's ability to support an emergency public education effort.

Separately from Submittal Form B, please provide:

- An organizational chart of the offeror's firm or the Joint Venture's respective firms, with the file name "offeror name organizational chart."
- Any exhibits or work samples demonstrating the offeror's ability to conduct or support emergency public information efforts. Please incorporate all exhibits and work samples into a single PDF file with the name "offeror name work samples." For items available on the Internet, the offeror may provide links to these items rather than copies of the items in the PDF.

The organization chart, charts, and/or exhibits will be in addition to the up to three pages of narrative allowed for Submittal Form B.

SPECIAL NOTE: The offeror must not disclose their costs in this Submittal Form. It cannot exceed the page limit (as described in Section 4.02) except for the attached organizational charts and work exhibits.

SEC. 4.05 DEC/SPAR PIO SUPPORT (SUBMITTAL FORM C)

Provide information on the three (3) people who would be assigned to the DEC/SPAR PIO support described in Section 3.01 Scope of Work under the resulting contract, including an assigned Account Executive for the project. This can include subcontractors.

For each person listed, please provide:

- Name and title;
- Education;
- Years of experience in public communications and years with the offeror;
- A statement certifying that they would be able to meet the time requirements to report to a work location;
- Information regarding the person's experience with each of the bulleted items in the DEC/SPAR PIO support section; and
- Any familiarity with or experience working under the Incident Command System, including a list of completed ICS training(s).

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form, which cannot exceed the page limit (as described in Section 4.02).

SEC. 4.06 OFFEROR CAPABILITIES (SUBMITTAL FORM D)

For each of the bulleted items in the offeror capabilities section of 3.01 Scope of Work, briefly describe the offeror's or Joint Venture's experience with and ability to provide the services to DEC during an emergency or oil spill. If third-party service providers, such as photographers or printing companies, would be used to help provide any of these services in whole or in part, please describe third parties that the offeror regularly works with and how the offeror directs and oversees their work to ensure that the desired work product will meet DEC's needs.

In addition, indicate if the Firm or Joint Venture is familiar with or has experience working under the Incident Command System. It is not necessary to reiterate the information provided in Submittal Form C regarding assigned staff experience with ICS.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form, which cannot exceed the page limit (as described in Section 4.02).

SEC. 4.07 SUBCONTRACTORS (SUBMITTAL FORM E)

If using subcontractors to fill any of the three assigned positions under DEC/SPAR PIO support in Section 3.01 Scope of Work, the offeror must complete and submit this Submittal Form. For each proposed subcontractor, please provide:

- Name of the subcontractor;
- Address of the subcontractor;
- Type of work the subcontractor will be performing;
- Evidence that the subcontractor holds a valid Alaska business license;
- A brief discussion of work that the subcontractor has completed for the offeror in the past; and
- A written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to rendering the services required by the contract.

SEC. 4.08 COST PROPOSAL (SUBMITTAL FORM F)

Offerors must complete and submit this Submittal Form. Provide the name and offered billing rate for each of the three people identified in Submittal Form F. The total hourly billing rates will be applied to the weighted cost matrix shown in **SEC. 5.07 COST PROPOSAL** to determine a total proposed cost for each offeror. The costs identified in the cost proposal are the total costs to be paid by the state. No additional charges shall be allowed.

Position	Description	Hours
Account executive	40 hours per week over 9 weeks	360
2nd Position	40 hours per week over 9 weeks	360
3rd Position	40 hours per week over 3 weeks	120

SECTION 5. EVALUATION CRITERIA & CONTRACTOR SELECTION

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

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

- Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate specific parts of the responsive proposals.
- The Submittal Forms from each responsive proposal will be sent to the PEC. No cost information will be shared or provided to the PEC.
- The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
- 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.
- 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.
- 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.
- The procurement officer may ask for the best and final offers from offerors susceptible to the award and revise the cost scores accordingly.
- The state will then conduct any necessary negotiations with the highest-scoring offeror(s) and award a contract if the negotiations are successful.

SEC. 5.02 EVALUATION POINTS BY SECTION

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	Points
Responsiveness	Pass/Fail

Qualifications Criteria		Points
Overview of Firm and Proposal	(Submittal Form B)	100
DEC PIO Support	(Submittal Form C)	250
Offeror Capabilities and Subcontractors	(Submittal Form D & E)	150
Total		500

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

Preference Criteria	Points
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Alaska offeror Preference (if applicable)	100
Total	100

TOTAL EVALUATION POINTS AVAILABLE: 1000**SEC. 5.03 SCORING METHOD AND CALCULATION**

The PEC will evaluate responses against the questions set out in Sections 5.04 through 5.06 and assign a single score for each section up to the maximum points shown in Sec. 5.02 Evaluation Points by Section. After the PEC has scored each section, the scores for each section will be totaled and averaged to determine the total points awarded for that section.

SEC. 5.04 OVERVIEW OF FIRM AND PROPOSAL

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

1. How advantageous are the history and experience of the offeror? How well does it appear they will be able to meet DEC's needs under this contract?
2. How well has the offeror demonstrated an understanding of DEC's emergency communication needs during a spill response or other event?
3. How well does the offeror appear to understand the sensitivity of Alaskans to oil spills, and how will this affect public communication needs?
4. How extensive is the offeror's prior experience with and understanding of emergency communications?
5. How well has the offeror demonstrated their experience with and ability to clearly communicate complex and often scientific information to a broad audience?
6. Does the offeror presently hold any contracts that may overlap if there is a spill or emergency? Overlap may occur for contracts involving response to natural disasters, mass casualty events, or other manmade emergencies that could include oil or hazmat releases as part of a more complex or multifaceted emergency.
7. Does the offeror appear to have sufficient bench strength to meet DEC's initial and ongoing need for support if there is a significant oil spill or emergency?
8. Was the offeror clear and concise in the information that they provided? Did they follow the requirements of Submittal Form B?
9. How well do the offeror's work samples suggest a level of professional communication skill consistent with DEC's expectations? Are the work samples good representations of the offeror's experience with and ability to provide emergency communications?
10. Are the references positive? If not, are there adequate explanations or extenuating circumstances that should be considered?

SEC. 5.05 DEC/SPAR PIO SUPPORT

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

1. Does it appear that the assigned staff are able to be onsite within the required timeframes for an incident?
2. How advantageous is the education and experience of the personnel assigned to the contract?
3. How well does it appear that the assigned personnel would be able to help identify communications needs and issues and draft appropriate messages for a range of materials, delivery channels, speakers, and audiences?
4. How well does it appear that the assigned personnel would be able to assist with information gathering, fact-checking, and media and public communications monitoring?
5. Has the assigned staff demonstrated the ability to communicate complex information to a broad audience effectively?
6. To what extent do the team members have familiarity or experience with the Incident Command System?
7. To what extent do the team members have familiarity or experience with disaster response in Alaska?
8. How well does it appear that the assigned staff understands the sensitivities and point of view of the people of Alaska?
9. How advantageous is the experience of the Account Executive?
10. Was the offeror clear and concise in the information that they provided? Did they follow the requirements of Submittal Form C?

SEC. 5.06 OFFEROR CAPABILITIES AND SUBCONTRACTORS

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

1. Has the offeror demonstrated the ability to provide all of the services listed in the offeror capabilities in Section 3.01 Scope of Work?
2. Has the offeror identified one or more third-party service providers with whom they have a working relationship that can help provide the services that the offeror does not perform fully in-house?
3. How advantageous do the skills and experience of any third-party service providers discussed by the offeror appear to be?
4. How well does it appear the offeror can manage and direct the work of a third-party service provider to produce an advantageous work product?
5. How well does it appear that the offeror will be able to provide the services listed under the offeror capabilities in Section 3.01 Scope of Work? Does the offeror provide any advantageous experience, skills, or services?
6. Does the offeror have familiarity with or experience with the Incident Command System beyond the three assigned staff?

7. Was the offeror clear and concise in the information that they provided? Did they follow the requirements of Submittal Forms D and E?

SEC. 5.07 COST PROPOSAL

40% of the total evaluation points will be assigned to cost. Each offeror's total cost will be determined using the following weighted matrix based on the estimated number of hours of support required for a large incident. The hourly rate for each assigned person will be multiplied by the estimated hours for that position to arrive at a total estimated cost for the offeror to support DEC for one incident under the contract. The hourly estimates are not a guarantee of actual work and will only apply to this request for proposals.

Position	Description	Hours
Account executive	40 hours per week over 9 weeks	360
2nd Position	40 hours per week over 9 weeks	360
3rd Position	40 hours per week over 3 weeks	120

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 374.27 points.

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$42,750 \text{ cost of offeror \#2's proposal} = 374.27$$

Offeror #3 receives 336.84 points.

$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$47,500 \text{ cost of offeror \#3's proposal}$
= 336.84

SEC. 5.08 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:
<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- 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's 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. 5.09 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. 5.10 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:

1. sole proprietorship owned by an Alaska veteran;
2. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
3. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans;
or
4. 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. 5.11 ALASKA OFFEROR PREFERENCE

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

Example:

Step 1

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

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

Step 2

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

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

Step 3

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

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

Offeror #3 is the highest-scoring offeror.

SEC. 5.12 OFFEROR NOTIFICATION OF SELECTION

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

SECTION 6. GENERAL PROCESS & 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** 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 Statute.

SEC. 6.03 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. 6.04 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. 6.05 PROPOSAL AS PART OF THE CONTRACT

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

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 evaluation of proposals.

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 for the proposal or 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.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the contracting officer does so and if the contracting officer agrees, in writing, to do so. The offeror's request must be included with the proposal at the time it is submitted, must clearly identify the information they wish to be held confidential, and must include a statement that sets out the reasons for confidentiality. Unless the contracting officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

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 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. 6.15 SOLICITATION ADVERTISING

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

SEC. 6.16 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. 6.17 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. 6.18 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 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 into 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. 6.19 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.

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 highest-ranked 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 \$250.00.

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;

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- 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. Offeror Information & Certifications (Submittal Form A)
2. Cost Proposal (Submittal Form F)
3. Standard Agreement Form - Appendix A
4. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower-tier Covered Transactions Form
5. Certification Regarding Lobbying Form
6. System for Award Management (SAM) Helpful Information
7. Certification Regarding Drug-free Workplace Requirements Form