

# STATE OF ALASKA REQUEST FOR PROPOSALS



## RFP 2025-1000-0052 AS NEEDED – PROFESSIONAL URBAN FORESTRY SERVICES

ISSUED JULY 17, 2024

THE DEPARTMENT OF NATURAL RESOURCES (DNR), DIVISION OF FORESTRY & FIRE PROTECTION (DOF), IS SEEKING COMPETITIVE PROPOSALS FOR QUALIFIED CONTRACTORS TO PROVIDE AS-NEEDED PROFESSIONAL URBAN FORESTRY SERVICES IN SUPPORT OF THE FULL RANGE OF OUR OPERATIONAL NEEDS AS SPECIFIED WITHIN THIS RFP.

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ISSUED BY:

DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF FORESTRY & FIRE PROTECTION

PRIMARY CONTACT:

[MICHAEL T. BURKHEAD](#)

PROCUREMENT OFFICER

[MICHAEL.BURKHEAD@ALASKA.GOV](mailto:MICHAEL.BURKHEAD@ALASKA.GOV)

1 (907) 269-8461

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The Department of Natural Resources (DNR), Division of Forestry & Fire Protection (DOF), is soliciting proposals for qualified contractors to provide as-needed professional urban forestry services in support of the full range of our operational needs as specified within this RFP. Multiple contracts may be awarded from this RFP at the State’s sole discretion; a more detailed description including scope of work is to be provided in Section 3.

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

### SEC. 1.02 BUDGET

The Department of Natural Resources, Division of Forestry & Fire Protection has a need for Professional Urban Forestry Services over the next five years. Resulting contracts shall not exceed \$500,000.00 dollars.

This budget amount is an estimate only and does not represent a work commitment. Funds will be available for each task and will be approved for each task specific Delivery Order (DO). The State does not guarantee a minimum or maximum number of services to be provided or a dollar amount to be spent under any contract resulting from this RFP.

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

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 PM** Alaska Time on **August 7, 2024**, as indicated by postmark or email timestamp and late proposals will not be considered.

### SEC. 1.04 PRIOR EXPERIENCE

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

The Offeror’s project team must include members that have expertise in developing Urban Forestry Management Plans (UFMPs), GIS based inventories of public trees or tree canopy assessments to include:

- **Project Managers must have a minimum of 5 years of experience as a professional developing community or urban forestry management plans.**

- **Team Leaders must have a minimum of 2 years of experience in developing community or urban forestry management plans**

Offerors must detail in their proposal how they meet the minimum prior experience requirements above. Offerors that fail to identify in their proposals how they meet the prior experience requirements will be deemed non-responsive.

### **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 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 the award could not be made.

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

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

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

Deadline to receive questions is **July 29, 2024, by 2:00 PM** Alaska Time.

PROCUREMENT OFFICER: [MICHAEL T. BURKHEAD](#); PHONE 1 (907) 269–8461; TDD 711 (Alaska Relay); Email: [michael.burkhead@alaska.gov](mailto:michael.burkhead@alaska.gov).

### **SEC. 1.07 RETURN INSTRUCTIONS**

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to [michael.burkhead@alaska.gov](mailto:michael.burkhead@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 ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

If submitting proposals using U.S. mail, or delivery service, offerors must submit one hard copy of their proposal, in writing, to the procurement officer in a sealed package. The cost proposal included in the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Natural Resources  
Division of Forestry & Fire Protection  
Attention: **MICHAEL T. BURKHEAD**  
Request for Proposal (RFP) Number: 2025-1000-0052  
RFP Title: As-Needed Professional Urban Forestry Services  
550 West 7<sup>th</sup> Avenue, Suite 1450  
Anchorage, Alaska 99501

It is the offeror's responsibility to contact the issuing agency at **1 (907) 269-8461** to confirm that the proposal has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

### **SEC. 1.08 ENROLLMENT IN IRIS**

Offerors will be required to be enrolled in the State of Alaska's Integrated Resource Information System (IRIS) database prior to the award of a contract resulting from this RFP. Enrollment can be done online at the following link: <https://iris-vss.alaska.gov>. Offerors who are not enrolled prior to the award of a contract will be notified by DNR Procurement. Failure of an offeror to enroll in the IRIS database will delay award of the contract and may delay issuance of contract work.

### **SEC. 1.09 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 10 days prior to the deadline for receipt of proposals.

### **SEC. 1.10 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. 1.11 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 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. 1.12 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 Time.

ACTIVITY	TIME	DATE
Issue Date / RFP Released		July 17, 2024
Deadline for Receipt of Questions	2:00 PM	July 29, 2024
Deadline for Receipt of Proposals / Proposal Due Date	2:00 PM	August 7, 2024
<b>ANTICIPATED</b> Proposal Evaluations Complete		<b>Week of</b> August 12, 2024
<b>ANTICIPATED</b> Notice of Intent to Award		<b>Week of</b> August 19, 2024
<b>ANTICIPATED</b> Contract Issued		August 30, 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 Natural Resources, 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. 1.13 PRE-PROPOSAL CONFERENCE/TELECONFERENCE

Not applicable for this RFP.

### SEC. 1.14 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. 1.15 NEWS RELEASES

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

## SECTION 2. BACKGROUND INFORMATION

### SEC. 2.01 BACKGROUND INFORMATION

The mission of the Alaska Community Forestry Program (ACFP) is to help communities build effective, self-sustaining community forestry programs with strong local support. Program staff provide grants, technical assistance, educational opportunities and training to local governments, agencies, non-profit organizations, businesses, and individuals to support community forestry statewide.

Community trees and greenspaces confer many health, social, economic, and environmental benefits, but they need care to maximize these benefits. The ACFP helps communities enhance these benefits through effective management.

Supporting community forestry is an important because:

- Community forests provide essential services and benefits that we cannot live without
- A healthy community forest is the result of proper planning, management, and community investment
- Healthy community forests can help solve community problems
- Community forests and rural forests are connected and good management of one helps the other.

The Alaska Community Forestry Program (AFP) has monies available to conduct community forestry management plan activities for one or more of following communities: Cordova, Juneau, Ketchikan, Sitka, Soldotna, and Wasilla.

Urban Forest Management Plans (UFMPs) and tree inventories for the communities of Ketchikan, Sitka, Soldotna, and Wasilla were originally written between 2008 and 2013 and should be updated and revised to reflect changes in community forest composition, current threats to forest health, and land manager priorities.

TreeWorks software was used to collect the original tree inventories for Ketchikan, Sitka, Soldotna, and Wasilla.

The City and Borough of Juneau and the City of Cordova are interested in acquiring a first time UFMP, tree inventory or tree canopy assessment.



## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

The Department of Natural Resources (DNR), Division of Forestry & Fire Protection (DOF), is soliciting proposals for As-Needed Professional Urban Forestry Services.

The goal of this RFP is to establish multiple master agreements with qualified contractor(s) for work that fulfills the system requirements of this RFP. A maximum of two term contracts will be awarded to the top scoring offerors. After a master agreement is entered, DNR will solicit Task Orders against these contracts. Individual task orders will provide project specifications, award monetary value or range, and award criteria. DNR intends to issue multiple task order solicitations over the term of the master agreements. DNR anticipates a five-year master agreement term.

Type of services required within this RFP are described below. Offerors may submit a proposal at their sole discretion. Proposals will be evaluated independently, and multiple Term Contractors may be selected to enter Master Agreements from this RFP.

An MA does not authorize any work but puts a contract in place that allows the DNR to issue specific Delivery Orders (DO's) on an as-needed basis under that agreement for completion of specific work tasks. A DO issued against an MA will serve as the Notice to Proceed (NTP) and will require completion of specific tasks under specific timelines and costs. Information on the DO process is shown later in this RFP.

The types of services required within this RFP are divided into three groups.

The three groups are as follows:

GROUP 1: Professional Urban Forestry Services for **GIS based inventory of public trees**

GROUP 2: Professional Urban Forestry Services for **Tree canopy assessments**

GROUP 3: Professional Urban Forestry Services for **Community Forestry Management Plans**

Shown later in this RFP for each group is a potential list of the kind of activities that could be requested, a list of potential deliverables which will vary depending on specific DO (task order) requirements, and the minimum qualifications expected of the firm. For example, Group 1 may involve field work within a community conducting an inventory of community trees, including assessing tree health, infrastructure conflicts, and maintenance needs. Proposals must contain documentation that the firm meets the minimum qualifications stated in the Group being proposed on or the proposal will be determined to be non-responsive and will be rejected.

**Scope:** The selected contractor will provide urban forestry work and technical assistance consultation with the DOF. Most of the items will require written documentation of the

contractor's efforts or findings. During field work and consultation, the contractor must provide all of their logistical support. Professional services may include, but are not limited to the following:

- (a) Community Forestry Management Plans;
- (b) Inventory of Public Trees;
- (c) GIS Mapping;
- (d) Creation of tables, figures, etc. depicting the distribution and composition of urban trees

The specific scope of work and types of deliverables will be stipulated in each DO (NTP) developed under an MA.

**GROUP 1: Professional Urban Forestry Services for GIS based inventory of public trees.**

Sample Tasks under Group 1:

- Identify tree locations, size, and conditions;
- Identify any conflicts with infrastructure, vehicles, pedestrians, or sight lines;
- Identify maintenance needs and priority;
- Catalog site conditions;
- Catalog potential planting spaces;
- Estimate appraised value; and
- Estimate ecosystem services provided by urban trees.

Potential Deliverables: The contractor will recommend management priorities based on the local tree population and management goals. A database will be created that allows for queries based on all attributes collected and can be used to generate charts, tables, graphs, and work orders for use in management.

Experience: Group 1:

The Offeror's senior member or project manager must have a minimum of 5 years of experience as a professional developing GIS based inventories of public trees. Team leaders must have a minimum of 2 years of experience.

Experience and qualifications should be shown for the interdisciplinary specialties normally required in urban forestry or arboriculture management activities.

**GROUP 2: Professional Urban Forestry Services for tree canopy assessments.**

Sample Tasks under Group 2:

- Evaluate the condition, extent, and distribution of trees in a community using LiDAR, high resolution satellite imagery, or other remote sensing techniques.
- Quantify a variety of land cover classifications including tree canopy, grass, low lying vegetation, impervious surfaces, bare soil, and water.

Potential Deliverables:

Information generated from the assessment will be used to identify landscape-scale management priorities and will serve as a framework to meet community forest management goals.

An electronic GIS map and geodatabase containing the most current data available in 2024 of a community's extent and distribution of the tree canopy.

A publication-ready document that depicts land use type, ownership, land cover classification, and other relevant metrics to be determined by DOF. Document should include a section discussing the assessment methodology, processing steps, software used, and the accuracy and limitations of the tree canopy assessment. This section should provide enough detail that work can be repeated in the future.

Experience: Group 2:

The Offeror's senior member or project manager must have a minimum of 5 years of experience as a professional conducting tree canopy assessments. Team leaders must have a minimum of 2 years of experience.

**GROUP 3: Professional Urban Forestry Services to conduct Community Forestry Management Plans**

Tasks under Group 3:

- 1) Community Forestry Management Plan based on a tree canopy assessment and/or tree inventory, including an analysis of public trees, potential problems, maintenance priorities, and 5-year, 10 year and 20-year program goals.

Potential Deliverables:

The Community Forestry Management Plan will make recommendations for: improving the health, safety, and aesthetic value of municipal trees; effective management and maintenance of trees to maximize economic and environmental value; guidance on recommended personnel and equipment; recommendations on how to coordinate with other public agencies and entities that impact public trees and forests; and staff training.

Experience: Group 3:

The Offeror's senior member or project manager must have a minimum of 5 years of experience as a professional developing community or urban forestry management plans. Team leaders must have a minimum of 2 years of experience.

The Offeror's project team must include members familiar with common tree species found at northern latitudes. At least one individual on the Offeror's project team must have a minimum of 5 years of experience in urban forestry. The Offeror's team should demonstrate experience with resource and environmental databases, GIS systems and other resource disciplines required in the course of urban forest management activities.

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

The length of the contract will be from the date of award, approximately August 30, 2024, for approximately FIVE years until completion, approximately August 29, 2029.

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

### **SEC. 3.03 DELIVERABLES**

The Contractor will be required to provide the following, but not limited to, deliverables:

- 1) Copies of all data (inventory, land cover, etc.) gathered throughout duration of project;
- 2) Reports and written documents rendering opinion or interpreting data suitable for executive level review and decision making;
- 3) GIS maps used to support plans;
- 4) Urban Forestry plans development;
- 5) Expert witness testimony.

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

The type of Master Agreements (MA) issued will be as-needed term contracts. The dollar amount shown on the MA will be the maximum dollar amount to be spent for all services provided under the agreement. This amount is an estimate only; the State does not guarantee a minimum or maximum number of services to be provided or dollar amount to be spent under any contract resulting from this RFP. The State reserves the right to procure services outside of this contract, at its sole discretion (in accordance with state procurement code), for services included in this RFP when the State deems it in their best interest to do so.

Each Delivery Order (DO) issued against an MA will be either a Fixed Price, time and expenses, or fixed price plus expenses, contract. The specific contract type will be identified in the DO. The dollar amount shown on an individual DO will be the cost to provide the specific services.

### **SEC. 3.05 DELIVERY ORDER PROCESS**

Once the MAs are established this process will be used to issue Delivery Orders (DO's) against the MA. When Forestry requires services under an MA, DOF Procurement will issue a Task Order solicitation to the contractor(s). The solicitation will be a written document sent by email; will outline the required services to be provided; will inform the contractors how the proposal responses will be evaluated and will set a deadline for receipt of a proposal. Responses may be evaluated solely on cost, cost and technical response, or other criteria.

The contractor(s) may provide a written proposal, and or a negotiable cost estimate (depending on solicitation response requirements) within the designated time frame and a negotiable cost estimate for the services. Included in the proposal should be a description of how the contractor will perform the work, proposed personnel who will work on the project, experience and qualifications of any personnel not previously approved by the State under the applicable MA, proposed subcontractors, and a schedule for performing the work.

DOF may negotiate the services or costs in the offered proposal within the parameters of the State Procurement Code. Once an agreement is reached, DOF will issue a written Delivery Order (DO) to the contractor authorizing the work.

If a contractor has a potential conflict of interest with providing required services or is otherwise unable or unavailable to do the required work within the required timeline or if the state deems it in its best interest, the State reserves the right to procure professional forester services outside of this contract, at its sole discretion, under the provisions of the State Procurement Code.

The contractor shall obtain Forestry approval of each person or subcontractor assigned to work under a specific Delivery Order prior to beginning work. Should the contractor provide services by a person not approved before work begins on the DO, those services may not be subsequently approved for payment. Forestry reserves the right to withdraw approval of any person or subcontractor by written notice to the contractor.

The total cost for a project will not exceed the amount authorized on the DO without prior written approval from the DOF Procurement Officer. If at any time during the performance of the DO the contractor has reason to believe the amount authorized on the DO will be exceeded the contractor will notify the DOF Project Manager and provide a justification and an estimate of the additional cost for completion of the work. Similarly, if at any time during the performance of the DO the State has reason to believe that the work required will exceed the total cost due to a

change in conditions, or if additional work will be required, the DOF Project Manager will so advise the contractor and will require revised cost estimates from the contractor.

The State will not be obligated to pay any amount in excess of the total cost set forth in any DO. If condition changes increase the DO amount, the contractor will not be obligated to continue performance resulting in charges exceeding the price unless and until the DOF Project Manager or Procurement Officer has authorized the increase in writing and a revised DO has been issued.

Revision of DOs will be issued when an extension of time is needed to complete the project, or when the scope of work has been modified by the State, which may cause a change in the project costs. The revised DO must be signed by both the DNR Project Manager and the firm's authorized signatory prior to performing any additional work incurring additional cost or working past the original time limit. The inability of a firm to follow these procedures may be grounds for dismissal from a project or termination of their contract(s) with the State.

No work will commence by the contractor without a signed Delivery Order issued by the DNR Project Manager or Procurement Officer, except under emergency conditions. If an emergency is declared, contractors may act under verbal orders from the DNR Project Manager or Procurement Officer with formal proposal and DO to be issued as soon as possible.

### **SEC. 3.06 PROPOSED PAYMENT PROCEDURES**

The state will make payments based on a negotiated payment schedule for each DO issued under a Master Agreement resulting from this RFP. Each billing must consist of an invoice and required documentation. No payment will be made until the progress report and invoice has been approved by the project manager. All payments will be NET 30 days.

### **SEC. 3.07 PROMPT PAYMENT FOR STATE PURCHASES**

Not applicable for this RFP.

### **SEC. 3.08 CONTRACT PAYMENT**

No payment will be made until the contract is approved by the Commissioner of the Department of Natural Resources 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 federal, state, or local taxes. All costs associated with the contract must be stated in U.S. currency.

Payment for agreements under \$500,000.00 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. 3.09 CONTRACT PRICE ADJUSTMENTS**

Not applicable for this RFP.

### **SEC. 3.10 LOCATION OF WORK**

Unless otherwise specified within a Delivery Order (DO) issued against the Master Agreement, the location where the work is to be performed, completed, and managed will be the contractor's location.

Unless otherwise specified within a Delivery Order, the state WILL NOT provide workspace travel, lodging, per diem, equipment, supplies, labor, etc. for the contractor.

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

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

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

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

### **SEC. 3.11 THIRD-PARTY SERVICE PROVIDERS**

Not applicable for this RFP.

### **SEC. 3.12 SUBCONTRACTORS**

Subcontractors may be used to perform work under a Delivery Order issued against a Master Agreement resulting from this RFP. If an offeror intends to use subcontractors to provide services under a Delivery Order, the offeror must identify in the proposal submitted in response to a Task Order: the names of the subcontractors; the specific tasks and percentage of work the subcontractor will perform; evidence that the subcontractor holds a valid Alaska business license and applicable professional licenses; evidence that the subcontractor holds required insurance under Appendix B1; and a written statement signed by the subcontractor that the subcontractor is committed to render the required services. Subcontractor resumes and other information may also be required. Subcontractor experience may also be considered in determining whether the offeror meets the requirements set forth in the Task Order.

The contractor must provide support and guidance to the subcontractor and must assume responsibility for ensuring subcontractor staff are qualified to complete tasks and are properly licensed and insured.

The contractor assumes responsibility for subcontractor's compliance to the terms of the term contract and for satisfactory performance under the respective DO. If during the execution of a specific project, the contractor finds it necessary to replace a subcontractor, or at any time subcontractors fail to perform, the State will consider subsequent assignments or replacements, and reserves the right to approve or disapprove the changes.

Payment for subcontracted work, unless that work is for professional services, may be on a fixed price or time and materials basis. There will be no markup of any kind allowed by subcontractors.

Professional services cannot be billed as a "lump sum" amount. Hourly rates and description of work accomplished along with costs incurred must be invoiced with adequate detail to document the work completed by the subcontractor. Prior to the issuance of a DO an estimate of the time and costs for professional services under a subcontract must be provided and approved by the State.

The contractor will pay all material and labor claims to subcontractors within 30 days of receiving payment for such claims from the State. Failure to do so will be a violation of the term contract and will be subject to termination of the term contract. This will be at the discretion of the Procurement Officer.

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 manager.

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

### **SEC. 3.13 JOINT VENTURES**

Joint ventures will not be allowed.

### **SEC. 3.14 RIGHT TO INSPECT PLACE OF BUSINESS**

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

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

Not applicable to this RFP



**SEC. 3.16 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 manager or procurement officer. Changes that are not approved by the State may be grounds for the State to terminate the contract.

**SEC. 3.17 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

The Contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project manager 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.

The 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. 3.18 LIQUIDATED DAMAGES**

Not applicable for this RFP.

**SEC. 3.19 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS**

During the course of this contract, the Contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project manager 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 Natural Resources or the Commissioner's designee.

**SEC. 3.20 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 dissemination of confidential information except as provided for in this section. The Contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care"

means compliance by the Contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The Contractor must promptly notify the State in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the State or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the State to the Contractor or a contractor agent or otherwise made available to the Contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the Contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but 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.).

Additional information that the Contractor shall hold as confidential during the performance of services under this contract include any project documents protected by the deliberative process.

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

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

### **SEC. 3.21 INDEMNIFICATION**

The Contractor shall indemnify, hold harmless, and defend the Contracting Agency from and against any claim of, or liability for error, omission, or negligent act of the Contractor under this

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

### **SEC. 3.22 INSURANCE REQUIREMENTS**

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

Certificates of Insurance must be furnished to the procurement officer prior to beginning work and must provide 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. Limits required per the following schedule:

<b>Contract Amount</b>	<b>Minimum Required Limits</b>
Under \$100,000	\$300,000 per Claim / Annual Aggregate
\$100,000-\$499,999	\$500,000 per Claim / Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim / Annual Aggregate

### **SEC. 3.23 TERMINATION FOR DEFAULT**

- a. If the project manager 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 the remaining work.
- b. The procurement officer may also, by written notice, terminate this contact under Administrative Order 352 if the Contractor support or participates in a boycott of the State of Israel.

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 has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a proposal non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the offeror.

**(e) FEDERAL REQUIREMENTS**

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

## **SEC. 4.03 EXPERIENCE AND QUALIFICATIONS**

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

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

- title,
- resume,
- work experience,
- qualifications
- location(s) where work will be performed,

Offerors must provide a minimum of two project summaries of previous projects that the offeror's firm has completed that are of similar scope as this RFP. Project summaries must include the names and professional titles of staff that worked each project.

**SEC. 4.04 UNDERSTANDING OF THE PROJECT**

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the purpose, scope, and requirements of the project, project schedule, and how Delivery Orders will be issued against a Master Agreement resulting from this RFP.

DO NOT INCLUDE COST IN THIS SECTION. Include cost only in the Cost Proposal submitted within the proposal package.

**SEC. 4.05 METHODOLOGY USED FOR THE PROJECT**

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

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

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

**SEC. 4.07 COST PROPOSAL**

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

**SEC. 4.08 BID BOND – PERFORMANCE BOND – SURETY DEPOSIT**

Not applicable for this RFP.

**SEC. 4.09 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 100

### SEC. 5.01 SUMMARY OF EVALUATION PROCESS

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

- A. Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- B. 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.
- C. Each responsive Technical Proposal will be sent to the PEC. No cost information will be shared or provided to the PEC.
- D. The PEC will independently evaluate and score the proposals based on the degree to which they meet the stated evaluation criteria.
- E. 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.
- F. The PEC 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.
- G. 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.
- H. The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- I. 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.



### **SEC. 5.03 SCORING METHOD AND CALCULATION**

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria and percentage values set out in Section 5. Each percentage value will equal one point, with the total maximum points awarded, per PEC member, for all evaluation sections not to exceed 100 points. Using only whole numbers, PEC members will start with a median score for each evaluation 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.

### **SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (20%)**

**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 a minimum of two project summaries of previous projects with similar scope?
- 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 (10%)**

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

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

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

#### **SEC. 5.06 METHODOLOGY USED FOR THE PROJECT (10%)**

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

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

#### **SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT (10%)**

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

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

## SEC. 5.08 CONTRACT COST (40%)

Overall, a minimum of 40-75% 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 = 40):

#### 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 100 points to cost. This means that the lowest cost will receive the maximum number of points.

#### **Offeror #1 receives 40 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, 40 points.

#### **Offeror #2 receives 37.43 points.**

*$\$40,000$  lowest cost  $\times$  40 maximum points for cost = 1,600,000  $\div$   $\$42,750$  cost of Offeror #2's proposal = 37.43*

#### **Offeror #3 receives 33.68 points.**

*$\$40,000$  lowest cost  $\times$  40 maximum points for cost = 1,600,000  $\div$   $\$47,500$  cost of Offeror #3's proposal = 33.68*

## SEC. 5.09 ALASKA OFFEROR PREFERENCE (10%)

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

### Example:

#### Step 1

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

100 Total Points Available in RFP x 10% Alaska Offeror preference = 10 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	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offeror Preference	10 points
Offeror #3	80 points	Alaska Offeror Preference	10 points

### **Step 3**

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

Offeror #1	83 points
Offeror #2	84 points (74 points + 10 points)
<b>Offeror #3</b>	<b>90 points (80 points + 10 points)</b>

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

## SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

### SEC. 6.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the project manager 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:

- Section 1. copy of an Alaska business license;
- Section 2. certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- Section 3. a canceled check for the Alaska business license fee;
- Section 4. a copy of the Alaska business license application with a receipt stamp from the State's occupational licensing office; or
- Section 5. 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:

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

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

### **SEC. 6.03 SITE INSPECTION**

Not applicable to this RFP.

### **SEC. 6.04 CLARIFICATION OF OFFERS**

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

### **SEC. 6.05 DISCUSSIONS WITH OFFERORS**

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

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

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

### **SEC. 6.06 EVALUATION OF PROPOSALS**

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

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification, or

change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

### **SEC. 6.07 CONTRACT NEGOTIATION**

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

### **SEC. 6.08 FAILURE TO NEGOTIATE**

If the selected offeror

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

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

### **SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION**

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror selected for the 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 10 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 10 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:

- holds a current Alaska business license prior to the deadline for receipt of proposals;
- submits a proposal for goods or services under the name appearing on the offeror’s current Alaska business license;
- 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;
- 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
- 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 \$5,000.00, 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:

- sole proprietorship owned by an Alaska veteran;
- partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- 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 and submit 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 to.
2. Identify why the provision is unjust, unreasonable, etc.
3. Identify exactly what suggested changes should be made.

## **SEC. 6.15 QUALIFIED OFFERORS**

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

- A. Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- B. 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 federal, state, and local 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 rejects 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 6.19 Right of Rejection. However, if the State fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that

diminish the State's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

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

## **SEC. 6.26 SOLICITATION ADVERTISING**

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

## **SEC. 6.27 FEDERALLY IMPOSED TARIFFS**

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

- **Notification of Changes:** The Contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the Contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
  - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.
  - b) The Contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.

- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The State reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

## SECTION 7. ATTACHMENTS

### SEC. 7.01 ATTACHMENTS

**Attachments:**

1. Standard Agreement Form for Professional Services with Appendix A – General Provisions;
2. Certification of Entitlement to the Alaska Bidder Preference;
3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion;
4. 28 CFR Part 67-Certification Regarding Drug-Free Workplace Requirements;
5. Cost Proposal.



**ATTACHMENT 1****STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES**

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
<b>This contract is between the State of Alaska,</b>			
8. Department of	Division	hereafter the State, and	
9. Contractor	hereafter the Contractor		
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. <b>Article 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>Article 2. Performance of Service:</b></p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the Contractor.</p> <p><b>Article 3. Period of Performance:</b> The period of performance for this contract begins _____, and ends _____.</p> <p><b>Article 4. Considerations:</b></p> <p>4.1 In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor a sum not to exceed \$ _____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the Contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of	Attention: Division of		
Mailing Address	Attention:		
<b>12. CONTRACTOR</b>		<b>14. CERTIFICATION:</b> I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove, or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
<b>13. CONTRACTING AGENCY</b>		Signature of Head of Contracting Agency or Designee	Date
Department/Division	Date		
Signature of Project Manager		Typed or Printed Name	
Typed or Printed Name of Project Manager		Title	
Title			

**NOTICE: This contract has no effect until signed by the head of contracting agency or designee.**

## **APPENDIX A GENERAL PROVISIONS**

### **Article 1. Definitions**

- 1.1 In this contract and appendices, "Project Manager" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

### **Article 2. Inspections and Reports**

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the Contractor's facilities and activities under this contract.
- 2.2 The Contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

### **Article 3. Disputes**

- 3.1 If the Contractor has a claim arising in connection with the contract 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 – 632.

### **Article 4. Equal Employment Opportunity**

- 4.1 The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall take affirmative action to ensure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy, or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The Contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.

- 4.3 The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the Contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The Contractor shall include the provisions of this article in every contract and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "Contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The Contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the Contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the Contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to ensure compliance with all federal and state laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

## **Article 5. Termination**

- a. The Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.
- b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the Contractor support or participates in a boycott of the State of Israel.

## **Article 6. No Assignment or Delegation**

The Contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Manager and the Agency Head.

**Article 7. No Additional Work or Material**

No claim for additional services, not specifically provided in this contract, performed, or furnished by the Contractor, will be allowed, nor may the Contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Manager and approved by the Agency Head.

**Article 8. Independent Contractor**

The Contractor and any agents and employees of the Contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

**Article 9. Payment of Taxes**

As a condition of performance of this contract, the Contractor shall pay all federal, state, and local taxes incurred by the Contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

**Article 10. Ownership of Documents**

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the Contractor. The Contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the Contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the Contractor agrees that this paragraph supersedes any such statement and renders it void. The Contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Manager. Unless otherwise directed by the Project Manager, the Contractor may retain copies of all the materials.

**Article 11. Governing Law; Forum Selection**

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

**Article 12. Conflicting Provisions**

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the Contractor may seek to add. The Contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The Contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the Contractor for acts of Contractor negligence, are expressly superseded by this contract and are void.

**Article 13. Officials Not to Benefit**

The Contractor must comply with all applicable federal or state laws regulating ethical conduct of public officers and employees.

**Article 14. Covenant Against Contingent Fees**

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage, or contingent fee.

**Article 15. Compliance**

In the performance of this contract, the Contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

**Article 16. Force Majeure**

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

## ATTACHMENT 2

### CERTIFICATION OF ENTITLEMENT TO THE ALASKA BIDDER PREFERENCE

I am the offeror or a duly authorized agent of the offeror, and I certify that the offeror is entitled to the Alaska Bidder Preference. I know and understand that the Alaska Bidder Preference provides for substantial benefits which could be favorable to the offeror, and which could affect the award of the Request for Proposals to the offeror's benefit. I am aware that falsely claiming the Alaska Bidder Preference is a violation of the State of Alaska Procurement Code (AS 36.30) and may be cause for felony prosecution and conviction.

I offer the following evidence or statements in support of my Certification of Entitlement to the Alaska Bidder Preference:

- 1) As of the deadline for receipt of the proposal, the offeror possesses a valid Alaska business license in any one of the following forms:
  - a) a copy of an Alaska business license;
  - b) certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
  - c) a canceled check for the Alaska business license fee;
  - d) a copy of the Alaska business license application with a receipt stamp from the State's occupational licensing office; *OR*
  - e) a sworn notarized affidavit that the offeror has applied and paid for the Alaska business license.
- 2) In addition to holding a current Alaska business license prior to the deadline for receipt of proposals, the offeror:
  - 1) is submitting a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
  - 2) 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 bid;
  - 3) 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*
  - 4) if a joint venture, is composed entirely of ventures that qualify under items (a)-(c) of this subsection.

\_\_\_\_\_  
Signature of Offeror or Offeror's Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**ATTACHMENT 3**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,**  
**AND VOLUNTARY EXCLUSION**  
**LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

The prospective recipient of federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective recipient of federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name of Representative: \_\_\_\_\_.

Title of Representative: \_\_\_\_\_.

Signature: \_\_\_\_\_.

Date: \_\_\_\_\_.

1. Is this company enrolled in the Federal System for Awards Management (SAM)? YES NO
2. If Yes, please provide either the DUNS Number \_\_\_\_\_ or the Cage Code \_\_\_\_\_.
3. If No, the company must be enrolled in SAM before a contract can be signed or payment made on a contract involving federal funds. Failure to do so will result in cancellation of the contract.

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.



## ATTACHMENT 4

### 28 CFR PART 67-CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by the regulations that the grantee certifies that it will or will continue to provide a drug-free workplace by.

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee’s policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within 10 calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted—

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

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Place of Performance (Street address, city, county, state, zip code)

Check \_\_\_\_\_ if there are workplaces on file that are not identified here.

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Print Name and Title of Authorized Representative

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Signature

Date

## ATTACHMENT 5 COST PROPOSAL FORM

### 1. General.

Costs will be evaluated using this Cost Proposal Form. The Billing Rates on this form will be used for evaluation and award purposes. Offerors are to submit their cost using this Cost Proposal Form. Failure to complete and submit this Cost Proposal Form will result in rejection of the offer as being non-responsive. The state does not guarantee a minimum or maximum number of services to be provided or dollar amount to be spent under any Master Agreement resulting from this RFP.

Offerors must be aware this is a Request for Proposal process. Cost is only one of the factors that will be used to evaluate proposals submitted in response to this RFP. Other factors that will be evaluated are outlined in Section 5.

Costs offered are to remain firm for the duration of the contract and are to include all direct and indirect costs associated with providing required services, including, but not limited to, direct and indirect costs, payroll, supplies, equipment, overhead, travel, and profit. **The costs offered on this form are not exclusive to future Task Order Solicitations. The Average Hourly Rate shown on this form in table “4. Total – For Evaluation Purposes Only” is the cost that will be used for evaluation and award purposes for this RFP.**

### 2. PREFERENCE CERTIFICATION:

ITEM	QUESTION	YES	NO
1.	Does your company qualify for the Alaska Bidder’s Preference?		
2.	Does your company qualify for the Alaska Veteran’s Preference? If yes, provide a copy of your DD 214 with your service/social security number, date of birth, and other Privacy Act protected information redacted or “inked” out.		
3.	Does your company qualify for the Alaskans with Disabilities preference? If yes, you must provide a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		
4.	Does your company qualify for the Employment Program Preference? If yes, you must provide a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		

**3. COSTS:****1) Year 1 – Approximately September 01, 2024 – August 31, 2025**

ITEM	DESCRIPTION	Billing Rates
1.	Position #1 (Enter Title):	(Enter Hourly Rate) \$
2.	Position #2 (Enter Title):	(Enter Hourly Rate) \$
3.	Position #3 (Enter Title):	(Enter Hourly Rate) \$
4.	Position #4 (Enter Title):	(Enter Hourly Rate) \$
5.	Position #5 (Enter Title):	(Enter Hourly Rate) \$
6.	Position #6 (Enter Title):	(Enter Hourly Rate) \$
7.	Position #7 (Enter Title):	(Enter Hourly Rate) \$
8.	Position #8 (Enter Title):	(Enter Hourly Rate) \$
9.	Total Hourly Rates in Items (1) through (8) above for each Position entered:	(Enter Total Hourly Rate) \$
10.	Total number of personnel in Items (1) through (8) above for which both a position title and hourly rate was entered:	(Enter Number of Positions)
11.	Divide Total Hourly Rate in Item (9) by the Number of Positions in Item (10) to calculate the Average Hourly Rate:	(Enter Average Hourly Rate) \$

## 2) Year 2 – Approximately September 01, 2025 – August 31, 2026

ITEM	DESCRIPTION	Billing Rates
1.	Position #1 (Enter Title):	(Enter Hourly Rate) \$
2.	Position #2 (Enter Title):	(Enter Hourly Rate) \$
3.	Position #3 (Enter Title):	(Enter Hourly Rate) \$
4.	Position #4 (Enter Title):	(Enter Hourly Rate) \$
5.	Position #5 (Enter Title):	(Enter Hourly Rate) \$
6.	Position #6 (Enter Title):	(Enter Hourly Rate) \$
7.	Position #7 (Enter Title):	(Enter Hourly Rate) \$
8.	Position #8 (Enter Title):	(Enter Hourly Rate) \$
9.	Total Hourly Rates in Items (1) through (8) above for each Position entered:	(Enter Total Hourly Rate) \$
10.	Total number of personnel in Items (1) through (8) above for which both a position title and hourly rate was entered:	(Enter Number of Positions)
11.	Divide Total Hourly Rate in Item (9) by the Number of Positions in Item (10) to calculate the Average Hourly Rate:	(Enter Average Hourly Rate) \$

## 3) Year 3 – Approximately September 01, 2026 – August 31, 2027

ITEM	DESCRIPTION	Billing Rates
1.	Position #1 (Enter Title):	(Enter Hourly Rate) \$
2.	Position #2 (Enter Title):	(Enter Hourly Rate) \$
3.	Position #3 (Enter Title):	(Enter Hourly Rate) \$
4.	Position #4 (Enter Title):	(Enter Hourly Rate) \$
5.	Position #5 (Enter Title):	(Enter Hourly Rate) \$
6.	Position #6 (Enter Title):	(Enter Hourly Rate) \$
7.	Position #7 (Enter Title):	(Enter Hourly Rate) \$
8.	Position #8 (Enter Title):	(Enter Hourly Rate) \$
9.	Total Hourly Rates in Items (1) through (8) above for each Position entered:	(Enter Total Hourly Rate) \$
10.	Total number of personnel in Items (1) through (8) above for which both a position title and hourly rate was entered:	(Enter Number of Positions)
11.	Divide Total Hourly Rate in Item (9) by the Number of Positions in Item (10) to calculate the Average Hourly Rate:	(Enter Average Hourly Rate) \$

## 4) Year 4 – Approximately September 01, 2027 – August 31, 2028

ITEM	DESCRIPTION	Billing Rates
1.	Position #1 (Enter Title):	(Enter Hourly Rate) \$
2.	Position #2 (Enter Title):	(Enter Hourly Rate) \$
3.	Position #3 (Enter Title):	(Enter Hourly Rate) \$
4.	Position #4 (Enter Title):	(Enter Hourly Rate) \$
5.	Position #5 (Enter Title):	(Enter Hourly Rate) \$
6.	Position #6 (Enter Title):	(Enter Hourly Rate) \$
7.	Position #7 (Enter Title):	(Enter Hourly Rate) \$
8.	Position #8 (Enter Title):	(Enter Hourly Rate) \$
9.	Total Hourly Rates in Items (1) through (8) above for each Position entered:	(Enter Total Hourly Rate) \$
10.	Total number of personnel in Items (1) through (8) above for which both a position title and hourly rate was entered:	(Enter Number of Positions)
11.	Divide Total Hourly Rate in Item (9) by the Number of Positions in Item (10) to calculate the Average Hourly Rate:	(Enter Average Hourly Rate) \$

## 5) Year 5 – Approximately September 01, 2028 – August 31, 2029

ITEM	DESCRIPTION	Billing Rates
1.	Position #1 (Enter Title):	(Enter Hourly Rate) \$
2.	Position #2 (Enter Title):	(Enter Hourly Rate) \$
3.	Position #3 (Enter Title):	(Enter Hourly Rate) \$
4.	Position #4 (Enter Title):	(Enter Hourly Rate) \$
5.	Position #5 (Enter Title):	(Enter Hourly Rate) \$
6.	Position #6 (Enter Title):	(Enter Hourly Rate) \$
7.	Position #7 (Enter Title):	(Enter Hourly Rate) \$
8.	Position #8 (Enter Title):	(Enter Hourly Rate) \$
9.	Total Hourly Rates in Items (1) through (8) above for each Position entered:	(Enter Total Hourly Rate) \$
10.	Total number of personnel in Items (1) through (8) above for which both a position title and hourly rate was entered:	(Enter Number of Positions)
11.	Divide Total Hourly Rate in Item (9) by the Number of Positions in Item (10) to calculate the Average Hourly Rate:	(Enter Average Hourly Rate) \$



**4. TOTAL – For Evaluation Purposes Only**

ITEM	DESCRIPTION	Enter Total Hourly Rate
1.	Add Item Lines 13 from Years 1 through 5:	\$ _____

**5. OFFEROR CERTIFICATION:**

Company Name:
Authorized Representative's Printed Name:
Authorized Representative's Signature:
Date Cost Proposal Signed:

**END OF COST PROPOSAL FORM**