

STATE OF ALASKA REQUEST FOR PROPOSALS



MARINE MONITORING REPORT RFP 18-722-25

ISSUED FEBRUARY 25, 2025

THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION (DEC) SEEKS A CONTRACTOR TO SUPPORT ONGOING WATER QUALITY MONITORING IN HIGH-TRAFFIC HARBORS AND SHIPPING LANES, ENSURING COMPLIANCE WITH ALASKA WATER QUALITY STANDARDS. THIS CONTRACT WILL ASSESS THE IMPACT OF LARGE COMMERCIAL PASSENGER VESSELS (LCPVs) ON SOUTHEAST AND SOUTHCENTRAL ALASKA’S MARINE WATERS AND DEVELOP RECOMMENDATIONS FOR FUTURE MONITORING PRIORITIES, INCLUDING SAMPLING DESIGN AND METHODOLOGIES.

ISSUED BY:

DEPARTMENT OF ENVIRONMENTAL
CONSERVATION
DIVISION OF WATER

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of **ENVIRONMENTAL CONSERVATION (DEC)**, Division of **WATER**, is soliciting proposals for water quality monitoring in Alaska’s high-traffic harbors and shipping lanes to support permitting processes and ensure compliance with Alaska Water Quality Standards. Since 2015, monitoring efforts have been ongoing, with significant expansion in 2020.

The goal of this contract is two-fold:

- **Evaluate** the impact of Large Commercial Passenger Vessels (LCPVs) on marine waters in Southeast and Southcentral Alaska by reviewing and analyzing existing data within three nautical miles of the coast, identifying trends, and providing data-driven insights. (See Attachment 8. Map)
- **Develop recommendations** for future monitoring priorities, including sampling design, methodologies, and innovative strategies, while participating in team meetings, incorporating DEC feedback, and producing a final report with GIS maps and data products through an iterative process.

SEC. 1.02 BUDGET

Department of **ENVIRONMENTAL CONSERVATION (DEC)**, Division of **WATER**, estimates a budget of between **\$200K** and **\$250K** for completion of this project. Proposals priced at more than **\$250K** will be considered non-responsive.

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 **1:00 P.M.** prevailing Alaska Standard Time on **MARCH 18, 2025**, as indicated by postmark or email timestamp and late proposals will not be considered.

SEC. 1.04 PRIOR EXPERIENCE

In order to be considered responsive, the proposal must meet these minimum prior experience requirements:

- Demonstrated experience in completing a minimum of one similar project; and
- Three years of experience reviewing and managing data, data mining, and analysis across broad regions working with a variety of data.
- Three years of experience in working with ArcGIS, including data management, spatial analysis, using geoprocessing tools, building map projects, and creating map-based data visualizations.
- Three years of experience writing technical documents.
- Three years of experience with water and sediment chemistry, including sampling, project development, and designing monitoring strategies to answer specific questions.

- Familiarity with the Clean Water Act and Alaska Water Quality Standards.

Failure to meet these minimum prior experience requirements may cause a proposal to be considered non-responsive and rejected.

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which 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.

PROCUREMENT OFFICER: **HEATHER ZEPP** – PHONE **907-376-1886** - - TDD **907-376-1886** – EMAIL ADDRESS **DECDA\$PROCUREMENT@ALASKA.GOV**

SEC. 1.07 RETURN INSTRUCTIONS

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

Oral proposals or faxed proposals are not acceptable. Please send proposal package(s) via email. The technical proposal and cost proposal must be saved as separate PDF documents and emailed to **DECDA\$PROCUREMENT@ALASKA.GOV** as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf.” The email must contain the RFP number in the subject line.

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

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

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

SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.09 AMENDMENTS TO PROPOSALS

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

SEC. 1.10 AMENDMENTS TO THE RFP

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

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

SEC. 1.11 RFP SCHEDULE

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

ACTIVITY	DATE
Issue Date / RFP Released	February 25, 2025
Deadline for Receipt of Proposals / Proposal Due Date	1:00 pm AKST March 18, 2025
Proposal Evaluations Complete	Approximately the week of March 24, 2025
Notice of Intent to Award	Approximately the week of March 24, 2025
Contract Issued	Approximately the week of April 7, 2025

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 DEC or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith if it occurs prior to the contract start date set by the state.

SEC. 1.12 ALTERNATE PROPOSALS

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

SEC. 1.13 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

Monitoring Alaska’s high-traffic harbors and shipping lanes is necessary to provide information about ambient conditions to determine if Alaska Water Quality Standards (WQS) are being met and to inform permitting. Since 2015, DEC has conducted marine water quality monitoring in select ports and waterways for a suite of parameters, including dissolved oxygen, pH, temperature, salinity, bacteria (fecal coliform and enterococci), ammonia-N, and total and dissolved copper, nickel and zinc. Stationary sensors in select harbors provide readings of physical parameters every half hour, and Microbial Source Tracking (MST) is used in some locations to better understand sources of bacteria pollution. These activities have supported the assessment of waterbodies against WQS, which is reported in the Integrated Water Quality Monitoring and Assessment Report.

The DEC Commercial Passenger Vessel Environmental Compliance program authorizes discharges from LCPVs to marine waters. Initial 2001 regulations required that wastewater be treated before being discharged, prior to these discharges from LCPVs were largely unregulated. Regulations have increased since 2006, first with the passage of stricter wastewater treatment standards and increased oversight, and later with the Large Commercial Passenger Vessel Wastewater Discharge General Permit. The current general permit is based on the best available ambient water quality data; however, these data are quite limited.

DEC is interested in statistical analyses, trend information, and data visualizations of relevant datasets to build a better understanding of marine environmental health that could potentially be impacted by LCPVs, to develop future monitoring strategies.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

Task I - Kickoff and update meetings (estimated 2% of the budget)

The contractor will schedule a kick-off meeting via MS Teams (or another agreed-on platform) with the DEC project team no later than one (1) week after the contract award. Assume the kick-off meeting will last one hour to discuss the project expectations and process, review existing documents shared by DEC, confirm timelines and deliverable due dates, and address any immediate questions. For the remainder of the project, monthly progress meetings will provide status updates on current tasks.

The contractor will be tasked with completing a final report in Task VIII, chapters for the final report will be completed in select tasks identified below. Each chapter will summarize the work conducted, present findings and/or analysis, and provide deliverables for Appendices. The chapters will be used in the final report.

Deliverable	Due date
Kick-off meeting between contractor and DEC	Estimated to be the week of April 7, 2025
Monthly progress meetings	Monthly
Bi-weekly email updates	Bi-weekly

Task II - Literature Review (estimated at 10% of the budget)

The Contractor will identify and suggest relevant literature that provides information about the health of the marine environment in relation to the potential impacts of LCPVs. DEC will select the final list of literature to be reviewed using the contractor's recommendations.

DEC is interested in recent studies from 2000 to the present unless there is a compelling reason to include historical information (i.e. looking at older methods that are still used, for comparative purposes). The literature to be included must be peer-reviewed and data must be collected under an approved Quality Assurance Project Plan (QAPP) or alternative sampling plan.

The Literature Review will focus on literature with Keywords such as water quality indicators of LCPV discharges, LCPV regulations (effectiveness, regulated pollutants), water quality monitoring and cruise ships, cruise ship discharge data, LCPV wastewater discharges, LCPV discharges from scrubbers, effects of LCPV to the marine environment, water quality monitoring for wastewater discharges, and water quality monitoring for petroleum hydrocarbons.

Based on the scope of work, the contractor should assume a maximum of 15 studies will be identified. The final annotated bibliography will be included as an appendix in the final comprehensive report as part of Task VIII.

Deliverable	Due date
Draft annotated bibliography	May 1, 2025
Final annotated bibliography	May 30, 2025
List of datasets recommended for use in Task 4	May 30, 2025

Task III – Research other states' and nations monitoring programs (estimated at 5% of the budget)

Coastal states and nations monitor for impacts from LCPVs through a combination of regulations, inspections, and environmental monitoring programs. States and nations have unique approaches based on state needs, staff capacity, and regulatory structures. This task will work with DEC to identify 4-6 coastal states or nations with significant LCPV traffic that have associated water quality monitoring programs. DEC is interested in study design and monitoring strategies used for decision-making and regulatory compliance. For each identified state, a summary of monitoring strategies, regulatory frameworks, and data collection methods will be developed. Highlight elements in common between different monitoring programs, and innovative techniques used for monitoring and summarize how data are used. This task may require phone calls to talk with managers and researchers.

Deliverable	Due date
Identify states/nations	June 6, 2025
Draft Comparison chapter	June 27, 2025
Final Comparison Chapter	July 18, 2025

Task IV - Compile data (estimated at 25%)

Building on the Literature Review in Task 2, and by querying other data portals for relevant datasets that may not be in the literature, obtain selected datasets and consolidate them into a standardized format. Data will be used to assess current conditions and health of the marine environment and potential impacts from LCPVs. DEC is interested in data from 2000 to current, unless there is justification to examine older data (i.e. long-term datasets, comparative purposes). Datasets of interest include those that were created with a QAPP or alternative sampling plan, those with metadata providing a clear explanation of the data, data used for peer-reviewed publications, and relevant raw data that is in a usable format. Data may require cleaning and formatting for use in analysis.

After DEC approves datasets of interest, the contractor will compile them. This will include electronic data if available, QAPP, and sampling plan documentation. DEC will provide an import file template to be populated with compiled data, which will then be uploaded to the Water Quality Exchange. DEC will provide feedback on data content and formatting and the contractor will make corrections as needed. The contractor will be available to answer questions that arise on the import of data. To avoid redundancy data compiled from other publicly available databases will not be uploaded to the Water Quality Exchange.

Of interest is any data that can provide information about the health of the marine environment in relation to anthropogenic inputs. This includes sediment chemistry, water chemistry, physical measurements, biological data, discharge data non-point source data, and other data types identified as essential during initial project planning. Data will include data collected by the DEC marine water quality monitoring program, compliance, and discharge-related data. The contractor will pull data from the Water Quality Portal.

Data types, including but not limited to:

Sediment chemistry	Petroleum hydrocarbons, metals
Water chemistry	Petroleum hydrocarbons, nutrients, chlorophyll, HABs, metals, pathogens, and tracers used in source tracking (i.e. caffeine, pharmaceuticals)
Physical measurements	Discrete, continuous, real-time buoys - pH, Dissolved Oxygen, temperature, salinity/conductivity, turbidity; ocean and tidal currents (for use in source tracking)
Biological data	Body burden of regulated pollutants, ecosystem community structure, genetic toxicology, abundance comparative studies as a response to contaminants, macroinvertebrates, plankton, bivalves, benthic, eDNA, Microbial Source Tracking
Discharge data	Permitted discharges, discharge exceedances, discharges from LCPVs

Deliverable	Due date
Identifying relevant datasets	June 30, 2025
Compile data and supporting metadata	September 30, 2025
Uploading data into the Water Quality Exchange, as needed	November 28, 2025
Review uploaded data for completeness and accuracy	January 16, 2026

Task V – Data analysis (estimated at 35% of the budget)

Using data compiled in Task 4, conduct analyses to detect changes, trends, and patterns in the marine environment that contribute to the goal of evaluating marine waters frequented by LCPVs for anthropogenic impacts. Based on previous tasks the contractor will suggest relevant analyses to perform. The contractor will work with DEC to agree upon the types of analyses to be conducted.

The contractor will conduct an analysis based on the two regions and provide an environmental summary per region, including range, maximum, minimum, and means for each parameter. Additional

analysis will include trend analysis and other agreed analysis. A summary of analyses performed and results will be presented in the chapter. This may include charts, graphs, or other visual tools.

The contractor will organize data and analyze outputs in an ArcGIS Project Package (.ppkx) which will be provided to DEC. DEC assesses marine water chemistry data based on geographic regions called assessment units, which will be provided to the contractor in a GIS shapefile. The contractor will associate data with the matching assessment units and provide an environmental summary per assessment unit, including range, maximum, minimum, and means for each parameter. Parameter-specific trends should be identified regionally and by the assessment unit (if applicable).

The ArcGIS project package will include data layers (shapefiles, geodatabases, raster) and resulting analyses of trends and patterns. The resulting layers from the analyses will be visually compelling to complement the data and analysis. It will have a layout with style and symbols to aid in interpretation. Users will be able to toggle layers on and off to explore different data and analyses. Where appropriate, include time sliders to show changes over time. Time intervals will be agreed upon before analyses.

The contractor will provide DEC with detailed documentation of methods used for analyses and development of the ArcGIS Project Package. If GIS geoprocessing tools or coding scripts are used in the analysis, they will also be included in the map package. If R is used code it will be provided.

Deliverable	Due Date
Review of data and suggestion of relevant analysis	January 30, 2026
Provide draft data, such as Excel worksheets, charts, graphs, etc	May 29, 2026
Provide Draft ArcGIS Project Package	May 29, 2026
Final data analysis and Map package	June 26, 2026
Provide final coding and all material used to conduct analysis	June 26, 2026
Draft Analysis Chapter	July 31, 2026
Final Analysis Chapter	Aug 28, 2026

Task VI – Data visualization (estimated at 10% of the budget)

This task will develop an interpretative platform that provides meaningful insights on analyses, to support decision-making processes and provide visualizations for the public, managers, and other stakeholders.

Using products of previous tasks, the contractor will work with DEC to agree upon the best tool and/or technology to be used (Power BI, ArcGIS Pro, ArcGIS online, etc). Interactive and static visualizations could include dashboards, charts, heat maps, honeycomb grids, etc. An interactive online visualization will allow the user to explore the data and ‘drill down’ to see and download raw data.

Deliverable	Due Date
Draft data visualization	July 31, 2026
Final data visualization	Aug 28, 2026

Task VII – Recommendations for future monitoring (estimated at 8% of the budget)

Based on work conducted in previous tasks, review current DEC marine monitoring methods and provide recommendations on future monitoring methods for assessing and detecting change that may be associated with LCPV traffic in Alaska. Identify data and monitoring gaps in DEC's current marine monitoring and provide recommendations to fill gaps. Recommendations should provide emphasis on State decision-making processes (for example, related to permitting, and assessment for the Integrated Water Quality Monitoring and Assessment Report).

Recommendations should address future monitoring design, expanding partnerships, innovative technologies, and strategies for long-term monitoring. Monitoring design should incorporate frequency, location, parameters, and methods, and consider the collection of data that can be used for assessment in the Integrated Water Quality Monitoring and Assessment Report. Recommendations should also consider future developments such as increases in LCPV traffic in Alaska, larger and higher capacity vessels, and the potential that vessels may connect to local wastewater and electric systems while in port. Partnership opportunities will be identified, and recommendations will consider how DEC data could contribute to other efforts such as local and state planning efforts, cruise ship industry sustainability plans and efforts, State of Alaska infrastructure development plans, and tourism best management practices. Recommendations will be prioritized.

Deliverable	Due Date
Draft Recommendations Chapter	Sept 30, 2026
Final Recommendations Chapter	Oct 21, 2026

Task VIII – Comprehensive report (estimated at 5% of the budget)

The Marine Comprehensive Report will combine chapters and appendices from previous tasks into a cohesive document which will be archived and made publicly available. An executive summary,

introduction, conclusion, and discussion will be added, and the entire document will be edited so that it flows logically. DEC will have the opportunity to edit the report and guide its contents.

Deliverable	Due Date
The first draft of the Marine Comprehensive Report	Nov 13, 2026
Second draft of Marine Comprehensive Report	Dec 4, 2026
The final Draft is provided in a PDF and Word document	Dec 31, 2026

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The contract is expected to begin on or around **April 7, 2025**, following the contract award. The anticipated completion date for all tasks and deliverables is **December 31, 2026**.

The project will be structured with milestone deadlines throughout the contract term to ensure steady progress. The contractor will be required to adhere to the following general timeline:

- **Kickoff Meeting:** Within one week of the contract award
- **Monthly Progress Meetings:** Ongoing throughout the contract
- **Bi-weekly email Updates:** Ongoing throughout the contract
- **Final Marine Comprehensive Report Submission:** December 31, 2026

Specific task deadlines are outlined in **Section 3.03 – Deliverables**.

SEC. 3.03 DELIVERABLES

The contractor will be responsible for completing the following deliverables within the specified deadlines:

	Project Deliverables Summary	Due Date
Task I	Kick-off meeting	Within one week of contract award, estimated to be the week of April 7, 2025
	Monthly meeting with DEC	Monthly
	Bi-weekly email updates	Bi-weekly
	Draft annotated bibliography	May 1, 2025

Task II. Literature Review	Final annotated bibliography, and list of datasets recommended for use in Task 4	May 30, 2025
	List of datasets recommended for use in Task 4	May 30, 2025
Task III. Research State/Nations	Identify State/Nation to review monitoring strategies	June 6, 2025
	Draft chapter on other state/nation approaches	June 27, 2025
	Final chapter on other state/nation approaches	July 18, 2025
Task IV. Compile Data	Identify relevant datasets	June 30, 2025
	Compile data and supporting metadata	September 30, 2025
	Uploading data into the Water Quality Exchange, as needed	November 28, 2025
	Review uploaded data for completeness and accuracy	January 16, 2026
Task V. Data Analysis	Review of data and suggestion of relevant analysis	January 30, 2026
	Provide draft data, such as excel worksheets, charts, graphs, etc.	May 29, 2026
	Provide Draft ArcGIS Project Package	May 29, 2026
	Final data analysis and Map package	June 26, 2026
	Provide final coding and all material used to conduct analysis	June 26, 2026
	Draft Analysis chapter	July 31, 2026
	Final Analysis chapter	Aug 28, 2026
Task VI. Data Visualization	Draft data visualization	July 31, 2026
	Final data visualization	Aug 28, 2026
Task VII. Recommendations	Draft Recommendations Chapter	Sept 30, 2026
	Final Recommendations Chapter	Oct 21, 2026
Task VIII. Comprehensive Report	First draft of Marine Comprehensive Report	Nov 13, 2026
	Second draft of Marine Comprehensive Report	Dec 4, 2026
	Final Draft provided in a PDF and word document	Dec 31, 2026

- Draft submissions will be provided as email attachments in Microsoft Word format. Contact DEC for large document transfer portal information if more than 25 megabytes.
- Final submissions will be provided electronically as email attachments in both Microsoft Word and Adobe PDF formats.
- The annotated bibliography must be summarized in an ArcGIS geodatabase.

The contractor is expected to meet all deadlines and maintain clear communication with DEC throughout the project. Any adjustments to deliverable timelines must be approved by DEC in advance.

SEC. 3.04 CONTRACT TYPE

This contract is a Cost Plus Fixed Fee (CPFF).

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

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

SEC. 3.06 PROMPT PAYMENT FOR STATE PURCHASES

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

SEC. 3.07 CONTRACT PAYMENT

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

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

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

SEC. 3.08 LOCATION OF WORK

The location(s) where the work is to be performed, completed, and managed is at the contractor's primary place of business.

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

Travel to other locations will not be required.

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

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

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

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

SEC. 3.09 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 3.10 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.11 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.12 F.O.B. POINT

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

SEC. 3.13 CONTRACT PERSONNEL

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

SEC. 3.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 3.15 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

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

SEC. 3.16 NONDISCLOSURE AND CONFIDENTIALITY

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

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

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

to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

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

SEC. 3.17 INDEMNIFICATION

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

SEC. 3.18 INSURANCE REQUIREMENTS

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

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

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

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

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

Professional Liability Insurance: covering all errors, omissions, or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Claim/Annual Aggregate
\$100,000-\$499,000	\$500,000 per Claim/Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim/Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

SEC. 3.19 TERMINATION FOR DEFAULT

- a. If the Project Director or Procurement Officer determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all the remaining work.
- b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports 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 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as part of their proposal. An electronic copy of the forms is posted along with this RFP.

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

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

SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

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

Documents and Text: All attachment documents must be written in English, single-sided, and single-spaced with a minimum font size of ten (10). Pictures or graphics may be used if the offeror feels they are necessary to communicate their information; however, be aware of the page limits below.

Page Limits: Some Submittal Forms listed below have maximum page limit requirements. Offerors may present Submittal Forms B, C, D, and E on their own documents, in PDF format, with a company letterhead. Offerors must not exceed the maximum page limits. Note that the page limit applies to the front side of a page only (for example, '1 Page' implies that the offeror can only provide a response on one side of a piece of paper). Any pages exceeding the maximum page limit will be discarded and will not be included in the evaluations. For example, if the maximum page limit is three (3) pages, but the Offeror submits five (5) pages for that submittal form, only pages one (1) through three (3) will be evaluated. The Procurement Officer would discard pages four (4) and five (5) before sending them to the proposal evaluation committee for evaluation. Resumes will not be included in the page count under Experience and Qualifications.

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

Any Submittal Form submitted as part of a proposal that is not compliant with the instructions above may be a basis for finding the proposal non-responsive and thus rejected.

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

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

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

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

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

The Submittal Form also requests the following information:

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

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

SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

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

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

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

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

Offerors must provide resumes for those personnel with names and titles that will be assigned to complete the project as a separate attachment to Submittal Form B.

SEC. 4.05 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)

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

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

SEC. 4.06 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D)

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

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

SEC. 4.07 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)

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

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

SEC. 4.08 COST PROPOSAL (SUBMITTAL FORM F)

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

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

SEC. 5.01 SUMMARY OF THE EVALUATION PROCESS

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

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

SEC. 5.02 EVALUATION CRITERIA

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

Overall Criteria	Weight
Responsiveness	Pass/Fail

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

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

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

TOTAL EVALUATION POINTS AVAILABLE: 1000

SEC. 5.03 SCORING METHOD AND CALCULATION

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

Offeror Total Score

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

Highest Total Score Possible

Example (RFP may have multiple sections, Max Points for one Section = 1000):

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

Offeror 1 was awarded 75 points:

Offeror Total Score (30)

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

Highest Total Score Possible (40)

Offeror 2 was awarded 50 points:

Offeror Total Score (20)

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

Highest Total Score Possible (40)

Offeror 3 was awarded 100 points:

Offeror Total Score (40)

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

Highest Total Score Possible (40)

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS

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

1) *Questions regarding the personnel:*

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

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

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

SEC. 5.05 UNDERSTANDING OF THE PROJECT

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

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

SEC. 5.06 METHODOLOGY USED FOR THE PROJECT

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

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

SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT

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

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

SEC. 5.08 CONTRACT COST (COST PROPOSAL)

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

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

Example (Max Points for Contract Cost = 400):

Step 1

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

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

Step 2

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

Offeror #1 receives 400 points.

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

Offeror #2 receives 374.3 points.

$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 374.3$

Offeror #3 receives 336.8 points.

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

SEC. 5.09 ALASKA OFFEROR PREFERENCE

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

Example:**Step 1**

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

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

Step 2

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

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

Step 3

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

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

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

SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

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

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806** for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

SEC. 6.03 SITE INSPECTION

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

SEC. 6.04 CLARIFICATION OF OFFERS

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

SEC. 6.05 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.06 EVALUATION OF PROPOSALS

The procurement officer or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.

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

SEC. 6.07 CONTRACT NEGOTIATION

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

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

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

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

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.10 PROTEST

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

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

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

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

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

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

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

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

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

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

SEC. 6.11 APPLICATION OF PREFERENCES

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

[Application Of Preferences](#)

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

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

certification letter to the proposal. **An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.**

SEC. 6.12 ALASKA BIDDER PREFERENCE

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

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

Alaska Bidder Preference Certification Form

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

SEC. 6.13 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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

SEC. 6.14 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

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

- A. Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense Skill Bridge or United States Army career skills program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or
- B. has an active partnership with an entity that employs an apprentice through a program described above.

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 Military Skills Program Preference Certification

In order to receive the Alaska Military Skills Program 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. 6.15 STANDARD CONTRACT PROVISIONS

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

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

SEC. 6.16 QUALIFIED OFFERORS

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

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

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

SEC. 6.17 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.18 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. 6.19 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. 6.20 RIGHT OF REJECTION

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

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

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;

- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

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

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

SEC. 6.21 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. 6.22 DISCLOSURE OF PROPOSAL CONTENTS

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

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

SEC. 6.23 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. 6.24 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this RFP are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, 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 RFP, 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.

SEC. 6.25 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. 6.26 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. 6.27 SUPPLEMENTAL TERMS AND CONDITIONS

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

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

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

SEC. 6.28 SOLICITATION ADVERTISING

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

SEC. 6.29 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.

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