

# STATE OF ALASKA REQUEST FOR PROPOSALS



## NUCLEAR GAUGE AND RADIATION DETECTION SERVICES

**RFP 2525H087**

ISSUED JUNE 9, 2025

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**ISSUED BY:**

**DEPARTMENT OF  
TRANSPORTATION & PUBLIC  
FACILITIES  
DIVISION OF PROGRAM  
MANAGEMENT AND  
ADMINISTRATION**

**PRIMARY CONTACT:**

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### **OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.**

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

# TABLE OF CONTENTS

<b>INTRODUCTION &amp; INSTRUCTIONS .....</b>	<b>4</b>
SEC. 1.01 PURPOSE OF THE RFP .....	4
SEC. 1.02 BUDGET .....	4
SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS .....	4
SEC. 1.04 PRIOR EXPERIENCE .....	5
SEC. 1.05 REQUIRED REVIEW .....	5
SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS .....	5
SEC. 1.07 RETURN INSTRUCTIONS .....	6
SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY .....	6
SEC. 1.09 AMENDMENTS TO PROPOSALS .....	7
SEC. 1.10 AMENDMENTS TO THE RFP .....	7
SEC. 1.11 RFP SCHEDULE .....	7
SEC. 1.12 ALTERNATE PROPOSALS .....	7
SEC. 1.13 NEWS RELEASES .....	7
<b>SECTION 2. BACKGROUND INFORMATION.....</b>	<b>8</b>
SEC. 2.01 BACKGROUND INFORMATION .....	8
<b>SECTION 3. SCOPE OF WORK &amp; CONTRACT INFORMATION.....</b>	<b>9</b>
SEC. 3.01 SCOPE OF WORK .....	9
SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE .....	9
SEC. 3.03 DELIVERABLES .....	9
SEC. 3.04 CONTRACT TYPE .....	13
SEC. 3.05 PROPOSED PAYMENT PROCEDURES .....	13
SEC. 3.06 CONTRACT PAYMENT .....	13
SEC. 3.07 CONTRACT PRICE ADJUSTMENTS .....	14
SEC. 3.08 LOCATION OF WORK .....	14
SEC. 3.09 SUBCONTRACTORS .....	15
SEC. 3.10 JOINT VENTURES .....	16
SEC. 3.11 RIGHT TO INSPECT PLACE OF BUSINESS .....	16
SEC. 3.12 F.O.B. POINT .....	16
SEC. 3.13 CONTRACT PERSONNEL .....	16
SEC. 3.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES .....	16
SEC. 3.15 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS .....	16
SEC. 3.16 NONDISCLOSURE AND CONFIDENTIALITY .....	17
SEC. 3.17 INDEMNIFICATION .....	17
SEC. 3.18 INSURANCE REQUIREMENTS .....	18
SEC. 3.19 TERMINATION FOR DEFAULT .....	19
<b>SECTION 4. PROPOSAL FORMAT AND CONTENT .....</b>	<b>20</b>
SEC. 4.01 RFP SUBMITTAL FORMS .....	20
SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS .....	20
SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A) .....	20
SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B) .....	21
SEC. 4.05 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D) .....	22
SEC. 4.06 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E) .....	22
SEC. 4.07 SUBCONTRACTORS (SUBMITTAL FORM F) .....	22
SEC. 4.08 COST PROPOSAL (SUBMITTAL FORM G) .....	22
<b>SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION .....</b>	<b>23</b>
SEC. 5.01 SUMMARY OF EVALUATION PROCESS .....	23
SEC. 5.02 EVALUATION CRITERIA .....	23
SEC. 5.03 SCORING METHOD AND CALCULATION .....	24
SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (20 POINTS) .....	25
SEC. 5.05 UNDERSTANDING OF THE PROJECT (10 POINTS) .....	25
SEC. 5.06 METHODOLOGY USED FOR THE PROJECT (10 POINTS) .....	25
SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT (10 POINTS) .....	26
SEC. 5.08 CONTRACT COST (COST PROPOSAL)(40 POINTS) .....	26
SEC. 5.09 ALASKA OFFEROR PREFERENCE (100 POINTS) .....	27
<b>SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION .....</b>	<b>28</b>
SEC. 6.01 INFORMAL DEBRIEFING .....	28
SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES .....	28

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SEC. 6.03	SITE INSPECTION .....	29
SEC. 6.04	CLARIFICATION OF OFFERS .....	29
SEC. 6.05	DISCUSSIONS WITH OFFERORS .....	29
SEC. 6.06	EVALUATION OF PROPOSALS .....	29
SEC. 6.07	CONTRACT NEGOTIATION .....	29
SEC. 6.08	FAILURE TO NEGOTIATE .....	30
SEC. 6.09	OFFEROR NOTIFICATION OF SELECTION .....	30
SEC. 6.10	PROTEST .....	30
SEC. 6.11	APPLICATION OF PREFERENCES .....	31
SEC. 6.12	ALASKA BIDDER PREFERENCE .....	32
SEC. 6.13	ALASKA VETERAN PREFERENCE .....	32
SEC. 6.14	ALASKA MILITARY SKILLS PROGRAM PREFERENCE .....	33
SEC. 6.15	STANDARD CONTRACT PROVISIONS .....	33
SEC. 6.16	QUALIFIED OFFERORS .....	33
SEC. 6.17	PROPOSAL AS PART OF THE CONTRACT .....	34
SEC. 6.18	ADDITIONAL TERMS AND CONDITIONS .....	34
SEC. 6.19	HUMAN TRAFFICKING .....	34
SEC. 6.20	RIGHT OF REJECTION .....	34
SEC. 6.21	STATE NOT RESPONSIBLE FOR PREPARATION COSTS .....	35
SEC. 6.22	DISCLOSURE OF PROPOSAL CONTENTS .....	35
SEC. 6.23	ASSIGNMENT .....	35
SEC. 6.24	FORCE MAJEURE (IMPOSSIBILITY TO PERFORM) .....	35
SEC. 6.25	DISPUTES .....	36
SEC. 6.26	SEVERABILITY .....	36
SEC. 6.27	SUPPLEMENTAL TERMS AND CONDITIONS .....	36
SEC. 6.28	SOLICITATION ADVERTISING .....	36
SEC. 6.29	FEDERALLY IMPOSED TARIFFS .....	36
<b>SECTION 7.</b>	<b>ATTACHMENTS .....</b>	<b>38</b>
SEC. 7.01	ATTACHMENTS .....	38

## **INTRODUCTION & INSTRUCTIONS**

### **SEC. 1.01 PURPOSE OF THE RFP**

The Department of Transportation and Public Facilities (DOT&PF) is soliciting proposals from qualified vendors to supply radiation dosimetry badges, along with support, calibration, and testing services for associated equipment. This solicitation is intended to result in a single multi-year contract award to a firm capable of providing the following services and possessed the required accreditations::

1. An organization that is accredited in accordance with ISO/IEC Standard 17025:2017, General Criteria for the Competence of Testing and Calibration Laboratories.
2. Provide USB and TLD-type radiation detection badges, along with data support for the analysis and summarization of radiation detection badges and annual cumulative exposure readings.
3. Calibrate up to 80 Troxler 3400 series Moisture-Density gauges annually on-site in Anchorage, Alaska.
4. Conduct non-routine maintenance on-site for a maximum of 80 Troxler 3400 series Moisture-Density gauges and 15 Troxler 3241-C asphalt content gauges annually (Anchorage, AK).
5. A company in compliance with the ASTM D 7759 Standard Guide for Nuclear Surface Moisture and Density Gauge Calibration and has received approval from the Nuclear Regulatory Commission (NRC) to conduct and analyze leak tests for utilization on Moisture-Density gauges.
6. Conduct out-of-sequence calibration and non-routine maintenance at the contractor's facility as necessary.
7. Conduct an annual audit, should the Department of Transportation and Public Facilities (DOT&PF) request this service, of DOT&PF's radiation safety program at the State Radiation Safety Office located in Anchorage, prior to November 15 of each contract year.  
Conduct the calibration of calibration blocks as necessary, ensuring that it is performed at a minimum interval of every five years.

### **SEC. 1.02 BUDGET**

Department of Transportation, Division of Program Management and Administration, estimates a budget of \$550,000 dollars for the full term of this project including any renewal years. Proposals priced at more than \$550,000 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 2:00 P.M. prevailing Alaska Standard Time on July 1, 2025 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 deemed responsive, offerors must fulfill these minimum prior experience requirements. Offerors are required to submit verifiable documentation demonstrating that they meet the following minimum qualifications:

**The required minimum prior experience includes:**

1. Holding current accreditation conforming to ISO/IEC Standard 17025:2017, General Criteria for the Competence of Testing and Calibration Laboratories, specifically for calibration and repair services for portable nuclear gauges manufactured by Troxler Electronic Laboratories.
2. Operating in compliance with ASTM D 7759 Standard Guide for Nuclear Surface Moisture and Density Gauge Calibration.
3. Possessing approval from the Nuclear Regulatory Commission (NRC) to provide and analyze leak tests, with documentation provided as evidence.

**Specific personnel qualifications include:**

4. Provide **written evidence** of the necessary physical, personnel, and information resources, and that the laboratory and field personnel possess the skills and expertise required for the program audits, testing, and/or calibrations in question, as listed below:
  - a) The Lead Field Service Technician must have demonstrated training a minimum of five years' experience servicing Troxler Moisture Density Gauges and Asphalt Content Gauges.
  - b) Field Service Technicians must be deemed trustworthy and reliable by the NRC, per NRC Regulatory Issue Summary 2008-24 (Security Responsibilities of Service Providers and Client Licensees).
  - c) The qualifications, training, and experience of the laboratory metrology/physicists staff responsible for calibration measurement uncertainties and implementing statistical techniques.
  - d) The Radiation Safety Program Auditor's qualifications, training, and a minimum of 3 years' experience auditing Radiation Safety Programs according to NUREG 1556 Vol. 1 Rev. 2 Appendix E.

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

## SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of 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: Cherish Petrenchak – PHONE 907-465-8447 Cherish.petrenchak@alaska.gov

## **SEC. 1.07 RETURN INSTRUCTIONS**

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

If submitting a hard copy proposal, Offerors must submit one hard copy of their proposal to the procurement officer in a sealed package. The cost proposal included with 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:

Emailed, faxed or oral proposals **will not be accepted**.

Department of Transportation & Public Facilities

Attention: Cherish Petrenchak

RFP Number: 2525H087

Title: Nuclear Gauge and Radiation Detection Services

If using U.S. mail, please use the following address:

PO Box 112500

Juneau, Alaska 99811-2500

If using a delivery service, please use the following address:

3132 Channel Drive, Room 350

Juneau, Alaska 99811-2500

**IMPORTANT NOTE: There are no overnight express mail or courier delivery services to Juneau, Alaska.**

All expedited mail or courier services take at least 2 nights. This is true for other courier vendors as well, such as Federal Express.

It is the offeror's responsibility to contact the issuing agency at 907-465-6949 to confirm that the offer has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

An Offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

It is the offeror's responsibility to contact the issuing agency at 907-465-6949 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**

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.

<b>ACTIVITY</b>	<b>TIME</b>	<b>DATE</b>
Issue Date / RFP Released		June 9, 2025
Deadline for Receipt of Proposals / Proposal Due Date		July 1, 2025
Proposal Evaluations Complete		July 2, 2025
Notice of Intent to Award		July 2, 2025
Contract Issued		July 14, 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 Department of Transportation, 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**

The Alaska Department of Transportation and Public Facilities (DOT&PF) holds a license from the U.S. Nuclear Regulatory Commission (NRC). This license grants the department the authority to own and utilize construction material testing gauges that contain radioactive materials. The use of these gauges is essential for various construction projects undertaken by DOT&PF. The contractor's services must comply with the State of Alaska's U.S. Nuclear Regulatory Commission (NRC) Radioactive Materials License.

Compliance is required with specific federal regulations from the NRC and OSHA, including but not limited to:

- 10 CFR 19 - Notices, Instructions, and Reports to Workers: Inspection and Investigations. This includes ensuring the privacy of workers' personnel and dose information as required by 10 CFR 19.13.
- 10 CFR 20 - Standards for Protection Against Radiation.
- 10 CFR 30 - Rules of General Applicability to Domestic Licensing of Byproduct Material.
- 10 CFR 32 - Specific Domestic Licenses to Manufacture or Transfer Certain Items Containing Byproduct Material, including requirements for leak testing of each source per 10 CFR 32.59.
- NUREG-1556 Vol. 1, Rev. 2 - Consolidated Guidance About Materials Licenses: Program Specific Guidance About Portable Gauge Licenses.
- 29 CFR 1910 - Occupational Safety and Health Standards.
- 29 CFR 1926 - Safety and Health Regulations for Construction.
- NRC Policy Statement issued May 14, 1996, entitled "Freedom of Employees in the Nuclear Industry to Raise Safety Concerns without Fear of Retaliation" (61 FR 24336).
- NRC Regulatory Issue Summary 2005-18, entitled "Guidance for Establishing and Maintaining a Safety Conscious Work Environment."
- NRC's "Final Safety Culture Policy Statement (76 FR 34773; June 14, 2011)."



## **SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION**

### **SEC. 3.01 SCOPE OF WORK**

The Contractor shall furnish radiation dosimetry services, which will encompass a reusable, computer-readable dosimeter that provides a minimum reportable dose for gamma radiation.

These services will address the spectrum of ionizing radiation, including alpha, gamma, beta, x-ray, and neutron radiation. Radiation dosimetry services will include, but are not limited to, thermoluminescent (TLD) radiation dosimetry badges, TLD extremity (finger) rings, and radiation dosimetry reporting services. Quarterly badge shipments must be received at various locations in Alaska no later than two weeks before the commencement of the reporting period termed as a "quarter."

It is anticipated that the majority of services identified in this RFP as "on-site" will take place in Anchorage, Alaska; however, when deemed to be in the best interest of the Contracting Agency, certain services may be conducted at the Contractor's facilities.

Historically, the Contracting Agency has engaged contractors to perform annual on-site gauge maintenance and calibration services between mid-November and mid-February. The scheduling of service dates will be conducted at the convenience of the Contracting Agency and coordinated through the Contract Manager of the Contracting Agency, with the concurrence of the State Radiation Safety Officer (SRSO).

DOT&PF Nuclear Gauges are produced by Troxler Electronics. The present DOT&PF Gauge Inventory includes the following model numbers: 3430, 3440, 3440P, 3450, and 3241-C.

The Contractor shall provide services as identified and authorized by sequentially numbered Notices-to-Proceed (NTP). The Contractor shall not perform services or incur billable expenses except as authorized by an NTP.

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

The length of the contract will be from the date of award, approximately July 14, 2025 through July 31, 2026 and contains (4) one (1) year renewal options to be solely exercised by the State.

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 deliverables:

#### **TASK 1**

The Contractor shall supply the necessary labor, materials, components, equipment, and shipping costs required for radiation dosimetry services. It is estimated that 150 reusable computer-readable dosimeters will be needed in the first year, along with an estimated quantity of 15 TLD badges to be provided quarterly throughout the duration of the contract. Actual quantities may differ from the estimated figures listed herein. The State may request occasional supplemental orders of the reusable computer-readable dosimeters.

- A. Computer-readable dosimeters must possess a minimum reportable dose of 4 mrem, a useful dose range of 1 mrem to 500 rem, and energy response photons from 5 keV to 6 MeV.
- B. The following requirements must be met by the computer-readable dosimeters:
- C. Each dosimeter must be assigned a unique identifier that is tracked to an individual user.
- D. Dosimeters must not require battery replacement.

- i. Dosimeters must be capable of connecting to an internet-enabled desktop computer. Upon connection, the dosimeter will upload exposure data to an online tracking system. Any required software or hardware must be included in the proposed price.

It is anticipated that users will have daily access to a computer for data uploads; however, access may be less frequent. Offerors are requested to describe in their proposal how many days of data the dosimeter can store between uploads.

- ii. Dosimeters shall not require annual calibration.
- E. The services associated with computer-readable dosimeters shall also include the ability to securely manage the account online, to view exposure readings for every authorized user, to reassign a single badge to multiple users, to manage the frequency with which devices are read, to read devices on any computer with internet access, to update account information, and to be able to download and print cumulative, quarterly, and annual radiation exposure summary reports, as well as NRC Form 5 reports, in real-time for any or all users assigned to their group.
  - i) Individual badge users shall have the ability to manage only their personal account.
  - ii) The Regional Radiation Safety Officer shall have access to view all users in their region, including the ability to securely manage the accounts online, view exposure readings for every authorized user, reassign a single badge to multiple users, manage the frequency with which devices are read, read devices on any computer with internet access, update account information, and be capable of downloading and printing cumulative, quarterly, annual radiation exposure summary reports, and NRC Form 5 reports, in real-time for any or all of the users assigned to their group.
    - iii) The State Radiation Safety Officer shall have access to view all users within the State, inclusive of the ability to securely manage accounts online, view exposure readings for each authorized user, reassign a single badge to multiple users, manage the frequency with which devices are read, read devices on any computer with internet access, update account information, and have the capability to download and print cumulative, quarterly, and annual radiation exposure summary reports as well as NRC Form 5 reports, in real-time for any or all users assigned for service under this contract.
  - iv) Readings must be unlimited and maintained on a secure server where the privacy of personnel and dose information is ensured, in compliance with 10 CFR 19.13.
- F. TLD type badge services shall encompass the spectrum of ionizing radiation, including alpha, gamma, beta, x-ray, and neutron radiation. Radiation dosimetry services will comprise, but not be limited to, Thermoluminescent (TLD) radiation dosimetry badges, TLD extremity (finger) rings, and radiation dosimetry reporting services.

- 1) FOR THE PURPOSES OF THIS CONTRACT, THE TERM "FIRST QUARTER" IS DEFINED AS JULY THROUGH SEPTEMBER, "SECOND QUARTER" AS OCTOBER THROUGH DECEMBER, "THIRD QUARTER" AS JANUARY THROUGH MARCH, AND "FOURTH QUARTER" AS APRIL THROUGH JULY.***
- ii) Quarterly badge shipments must be received at various locations within Alaska at least two weeks before the onset of the reporting period designated as a "quarter."
- iii) Quarterly badge reports shall be submitted within 30 days of receipt of the "used" TLD type badges. Reports shall be categorized per "group" (up to four user groups under AK DOT&PF).
- iv) An annual report for each DOT&PF TLD type badge holder shall be prepared and distributed to the Contracting Agency in compliance with 10 CFR 19.13, indicating the user's annual dose. These reports are due by March 1 of each year.
- f) Miscellaneous fees may apply for: lost badge replacement, late badge (TLD), dose adjustment, partial assignment, processing (TLD), and rush orders.

The quantity of badges provided is approximate. The State reserves the right to increase or decrease the number of badges based on its requirements.

## **TASK 2**

The Contractor shall conduct non-routine maintenance on Troxler Moisture-Density gauges. Non-routine maintenance for moisture-density gauges shall encompass, but is not limited to: cleaning, lubrication, electronic inspection, detector signal adjustment, mechanical inspection, leak testing, replacement of defective components with factory parts, and verification of the source encapsulation weld. Inspect transport cases to ensure that stickers are up-to-date in accordance with NRC regulations and confirm that all security devices are functional or necessitate replacement. Repair as necessary or report if replacement is required. (Non-routine is defined as all maintenance that involves the removal of the source-rod and tungsten block).

- a) Execute non-routine maintenance on-site in Anchorage for approximately 80 Troxler Moisture-Density gauges annually. The Contracting Agency shall be responsible for and directly compensate any in-state freight charges associated with the transportation of gauges from other Alaskan regions to the on-site warehouse facility in Anchorage, AK.
- b) Conduct non-routine maintenance at the Contractor's facility as needed for gauges that necessitate services beyond the Contracting Agency's annual on-site visit. In this situation, the Contractor shall bear all freight charges.
- c) The Contracting Agency reserves the right to incorporate "routine maintenance" for moisture-density gauges on an "as-needed basis." The Contracting Agency will provide routine maintenance for moisture-density gauges, which comprise daily cleaning that does not necessitate the removal of the source-rod and tungsten block; however, the Contracting Agency reserves the right to negotiate and add these services by means of an amendment.
- d) During the execution of maintenance, the Contracting Agency reserves the right to order parts from the contractor when necessary.

**TASK 3**

The Contractor shall conduct routine maintenance on-site in Anchorage, Alaska, for approximately 15 Troxler Asphalt Content gauges on an annual basis.

- a) Routine maintenance for Troxler Asphalt Content gauges encompasses, but is not limited to, statistical and drift verification, cleaning and maintenance of the printer, and general cleaning of the gauge.
- b) When deemed beneficial for the State, the Contracting Agency may undertake routine maintenance for the asphalt content gauges, which includes daily cleaning that does not necessitate the removal of the source.

The Contracting Agency, while executing maintenance activities, retains the authority to order necessary parts from the contractor as required.

**TASK 4**

Within 45 days of completing routine and/or non-routine maintenance, the Contractor shall submit a detailed summary of the work performed, allowing for specific tracking of the condition of each gauge and the associated maintenance activities.

**TASK 5**

The Contractor is required to conduct leak tests, perform analyses, and submit a test report for each gauge. Reports must comply with 10 CFR 32.59 “Leak Testing of Each Source” and NUREG 1556, Vol. 1, Rev. 2, 8.10.7 “Leak Tests” and Appendix I “Procedure for Performing Leak Testing and Analysis.”

- a) The Contractor shall execute leak tests and provide reports on approximately 80 nuclear gauges during the on-site (Anchorage, AK) annual maintenance and calibration cycle. The results will be communicated to the Contractor project manager via email within 30 days of receipt of the leak test sample.
- b) The Contractor shall supply leak test kits, as requested by the contracting agency, as needed on a per-test basis, for approximately 80 nuclear gauges annually, to be analyzed and reported.

**TASK 6**

Calibration of Troxler Moisture-Density Gauges.

- a) The Contractor shall conduct the calibration of approximately 80 Troxler Moisture-Density gauges annually on-site in Anchorage. Calibration shall adhere to the manufacturer’s recommendations, utilizing NIST traceable calibration blocks and equipment. This calibration process will encompass a comprehensive three-block calibration employing Magnesium, Magnesium-Aluminum, and Aluminum blocks. The Contracting Agency retains ownership of the calibration blocks, which are available for the Contractor's use in calibrating the Contracting Agency's gauges within Alaska. Heated warehouse space sufficient for the calibration and maintenance of nuclear gauges will be provided in Anchorage, Alaska.
- b) The Contractor shall also perform calibration services as required at their facility for gauges that necessitate maintenance beyond the annual on-site visit. In these instances, the Contractor shall assume responsibility for all associated freight charges.
- c) Upon the completion of calibration, the Contractor shall submit a report within 30 days, documenting the calibration testing performed, the results obtained, and a NIST traceable "comprehensive report" calibration certificate specific to each gauge to the Contracting Agency.

**TASK 7**

Upon request, the Contractor shall arrange and conduct an annual audit of the Department of Transportation and Public Facilities’ (DOT&PF) Radiation Safety Program at the office of the State Radiation Safety Officer located

in Anchorage, Alaska, prior to November 15. Audits are a crucial aspect of ongoing improvement initiatives aimed at enhancing safety methods and procedures that collaboratively promote awareness of radiation safety. Audits executed by the Contractor will culminate in findings summarized in a comprehensive report, which shall be submitted to the Contracting Agency within 30 days following the completion of the audit.

#### **TASK 8**

The Contractor shall undertake measurements, calculations, and analyses necessary to calibrate and certify the Contracting Agencies' set of calibration blocks, resulting in the issuance of certificates of traceability to a NIST master standard, within a cycle not to exceed 60 months. Block calibration reports and certifications shall be received within 45 days of service. The calibration blocks shall be inspected annually to verify their acceptability for use in calibrating and verifying nuclear gauges.

#### **TASK 9**

The contractor is required to submit the following items pertaining to the services rendered:

#### **MILESTONE TIMELINES FOR DELIVERABLES**

The Contractor is required to submit specific milestone timeline deliverables:

- Computer-readable and TLD dosimetry badges and service – Ongoing throughout the contract term.
- TLD Quarterly Reports for individuals by Group – Within 30 days of receipt of the badge.
- TLD Annual accumulation reports – By March 1 annually.
- Routine and non-routine maintenance reports – Within 45 days of completing maintenance.
- Gauge parts (when ordered by the State) – Upon order.
- Leak test kits – As requested on a per-test basis.
- Leak test reports – Within 30 days of receipt of the leak test sample.
- Gauge calibration report and certificate – Within 30 days of the completion of calibration.
- Annual Radiation Safety Audit Report (if requested) – Audit performed before November 15. Findings submitted within 30 days after completing the audit.
- Calibration Block calibration – Not to exceed 60 months.
- Calibration Block Calibration Report and certifications – Within 45 days of analysis.

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

This contract is an Indefinite delivery indefinite quantity (IDIQ) type contract.

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

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

### **SEC. 3.06 CONTRACT PAYMENT**

No payment will be made until the contract is approved by the Commissioner of the Department of Transportation 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. 3.07 CONTRACT PRICE ADJUSTMENTS**

**Consumer Price Index (CPI):** Contract prices will remain firm through July 30, 2026.

The Contractor or State may request price adjustments, no sooner than 12 months from the Contract execution date, and no more than once per contract year. Contractors must submit a request to the State at least thirty (30) days prior to the end of the current term. All Requests must be in writing and must be received 30 days prior to the Contract renewal date.

- a. If the Contractor or State fail to request a CPI price adjustment 30 days prior to the Contract renewal date, the adjustment will be effective 30 days after the State or Contractor receives their written request.
- b. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska seasonally adjusted.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year 2025 reported HALF1 (July through December) and each HALF1 thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. All price adjustments must be approved by the Procurement Officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a Contract Amendment issued by the Procurement Officer.

- c. Approval for all price increases is dependent upon full compliance with the terms of the Contract including reporting requirements.

### **SEC. 3.08 LOCATION OF WORK**

The location(s) outlined in the scope of services will be either (1) on-site at the DOT&PF office or warehouse facilities in Anchorage, Alaska, or at, (2) the Contractor's own facilities. For Anchorage, AK on-site services, the DOT&PF will provide a heated warehouse workspace for the contractor's staff. For work performed at the Contractor owned facilities, the Contractor must provide its own workspace necessary for services requested.

By signing 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. 3.09 SUBCONTRACTORS**

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must complete the Submittal Form identified in Section 4.02 of this RFP.

An offeror's failure to provide this information with their proposal may cause the state to consider their proposal non-responsive and reject it.

Subcontractor experience shall be considered in determining whether the offeror meets the requirements set forth in SEC. 1.04 PRIOR EXPERIENCE.

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

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license;

If a subcontractor on the list will be performing work within Alaska, and did not have a valid Alaska business license at the close of the RFP, the Offeror may not use the subcontractor in the performance of the contract and shall replace the subcontractor with a subcontractor who had a valid Alaska business license at the close of the RFP.

- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

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

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

**SEC. 3.10 JOINT VENTURES**

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement which identifies the principals involved and their rights and responsibilities regarding performance and payment.

**SEC. 3.11 RIGHT TO INSPECT PLACE OF BUSINESS**

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

**SEC. 3.12 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 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 Transportation or the Commissioner's designee.



**SEC. 3.16 NONDISCLOSURE AND CONFIDENTIALITY**

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

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

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

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

**SEC. 3.17 INDEMNIFICATION**

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission, or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the

independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Contractor” and “contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the contracting agency’s selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor’s work.

### SEC. 3.18 INSURANCE REQUIREMENTS

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

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

**2.1 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.

**2.2 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.

**2.3 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.

**2.4 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-\$499,999	\$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 that their proposal meets all special formatting requirements identified in this section.

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

**Page Limits:** Some Submittal Forms listed below have maximum page limit requirements. Offerors must not exceed the maximum page limits. Note, the page limit applies to the front side of a page only (for example, '1 Page' implies that the offeror can only provide a response on one side of a piece of paper). Any pages exceeding the maximum page limit will be discarded and will not be included in the evaluations (for example, the maximum page limit is 3 pages, but the Offeror submits 5 pages for that submittal form. Only pages 1-3 will be evaluated. Pages 4 and 5 would be discarded by the Procurement Officer before sending to the proposal evaluation committee for evaluation.).

Submittal Form	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	
<b>Submittal Form B – Experience and Qualifications</b>	<b>5</b>
<b>Submittal Form C – Understanding of the Project</b>	<b>5</b>
<b>Submittal Form D – Methodology Used for the Project</b>	<b>5</b>
<b>Submittal Form E – Management Plan for the Project</b>	<b>5</b>
Submittal Form F – Subcontractors	
Submittal Form G – 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 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 detail on 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 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. This will not count against page limits referred to in SEC. 4.02.

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. 4.05 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 SUBCONTRACTORS (SUBMITTAL FORM F)**

If using subcontractors, the offeror must complete and submit this Submittal Form.

**SEC. 4.09 COST PROPOSAL (SUBMITTAL FORM G)**

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 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 best and final offers from offerors susceptible for 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)	20
Understanding of the Project	(Submittal Form C)	10
Methodology Used for the Project	(Submittal Form D)	10
Management Plan for the Project	(Submittal Form E)	10
Total		50

<b>Cost Criteria</b>		<b>Weight</b>
Cost Proposal	(Submittal Form F)	40 Points
Total		40 Points

<b>Preference Criteria</b>		<b>Weight</b>
Alaska Offeror Preference (if applicable)		10 Points
Total		10 Points

**TOTAL EVALUATION POINTS AVAILABLE: 100**

### 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 (Max Points for the Section = 100):**

	PEC Member 1 Score	PEC Member 2 Score	PEC Member 3 Score	PEC Member 4 Score	Combined Total Score	Points Awarded
<b>Offeror 1</b>	10	5	5	10	30	75
<b>Offeror 2</b>	5	5	5	5	20	50
<b>Offeror 3</b>	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)

$$\text{Offeror Total Score (20)} \times \text{Max Points (100)} = \text{Points Awarded (50)}$$



Highest Total Score Possible (40)

**Offeror 3** was awarded 100 points:

Offeror Total Score (40)

$$\frac{\text{Offeror Total Score (40)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (100)}$$

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

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 (10 POINTS)**

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 (10 POINTS)**

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 (10 POINTS)**

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)(40 POINTS)**

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

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

#### **Example (Max Points for Contract Cost = 400):**

#### **Step 1**

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

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

**Step 2**

In this example, the RFP allotted 40% of the available 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 points.**

$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,00.00 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 37$

**Offeror #3 receives 33 points.**

$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 1,600,00.00 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 33$

**SEC. 5.09 ALASKA OFFEROR PREFERENCE (100 POINTS)**

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

**Example:****Step 1**

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

1000 Total Points Available in RFP x 10% Alaska Offeror preference = 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 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 inspection.

**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 are commenced, they may be held in the Juneau Alaska conference room on the third floor of the Department of Transportation & Public facilities Building in Juneau, Alaska.

If the contract negotiations take place in Juneau, Alaska, the offeror will be responsible for their travel and per diem expenses.

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

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

**SEC. 6.16 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:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or

- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the RFP.

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

### **SEC. 6.17 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 6.20 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. 6.28 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.
- **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) Cost Proposal (Submittal Form G) Must be in a separate envelope or attachment
- 2) Submittal Forms A- Offeror Information and Certifications
- 3) Submittal Form B-Experience and Qualifications
- 4) Submittal Form C-Understanding the Project
- 5) Submittal Form D-Methodology Used for the Project
- 6) Submittal Form E- Management Plan
- 7) Submittal Form F-Subcontractors
- 8) Standard Agreement Form (SAF)
- 9) Appendix B2 Indemnity and Insurance
- 10) Notice of Intent to Award (NOIA)

**APPENDIX B<sup>2</sup>**  
**INDEMNITY AND INSURANCE**

**Article 1. 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.

**Article 2. Insurance**

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 contracting 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.

**2.1 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.

**2.2 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.

**2.3 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.

**2.4 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
\$1,000,000 or over	Refer to Risk Management

# 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 <div style="text-align: right;">hereafter the contractor</div>			
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>		<p>14. <b>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.</p>	
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 Procurement Officer		Typed or Printed Name	
Typed or Printed Name of Procurement Officer		Title	
Title			

**NOTICE!** This contract has no effect until signed by the head of the contracting agency, procurement officer or designee.



## **APPENDIX A GENERAL PROVISIONS**

### **Article 1. Definitions.**

- 1.1 In this contract and appendices, "Project Director" 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 insure 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 insure 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.**

- 5.1 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 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.
- 5.2 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.

### **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 Director 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 Director 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 Director. Unless otherwise directed by the Project Director, 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.**

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.