

STATE OF ALASKA

REQUEST FOR PROPOSALS (RFP)



DELTA RIVER WEST FUEL BREAK – PHASE 2

RFP **2026-1000-0125**

ISSUED 11/4/2025

ISSUED BY:

PROCUREMENT OFFICER: **MADELYN F. LOWE**

DEPARTMENT OF **NATURAL RESOURCES**

PHONE: **(907) 761-6357**

DIVISION OF **FORESTRY & FIRE PROTECTION**

EMAIL: **MADELYN.LOWE@ALASKA.GOV**

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 below if you desire to receive notification of subsequent amendments to the solicitation.

TABLE OF CONTENTS

SECTION 1. INTRODUCTION & INSTRUCTIONS	4
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	4
SEC. 1.05 REQUIRED REVIEW	4
SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS	5
SEC. 1.07 SITE INSPECTION	5
SEC. 1.08 RETURN INSTRUCTIONS	5
SEC. 1.09 ENROLLMENT IN IRIS	6
SEC. 1.10 ASSISTANCE TO OFFERORS WITH DISABILITY	6
SEC. 1.11 AMENDMENTS TO PROPOSALS	6
SEC. 1.12 AMENDMENTS TO THE RFP	6
SEC. 1.13 RFP SCHEDULE	6
SEC. 1.14 ALTERNATE PROPOSALS	6
SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION	7
SEC. 2.01 BACKGROUND INFORMATION	7
SEC. 2.02 SCOPE OF WORK	7
SEC. 2.03 DEFINITIONS	11
SEC. 2.04 CONTRACT TERM	11
SEC. 2.05 CONTRACT TYPE	11
SEC. 2.06 PAYMENT FOR STATE PURCHASES	11
SEC. 2.07 ELECTRONIC PAYMENTS	11
SEC. 2.08 CONTRACT ADMINISTRATION	12
SEC. 2.09 CONTRACT PERFORMANCE LOCATION	12
SEC. 2.10 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED	12
SEC. 2.11 SUBCONTRACTORS	12
SEC. 2.12 JOINT VENTURES	13
SEC. 2.13 RIGHT TO INSPECT PLACE OF BUSINESS	13
SEC. 2.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	13
SEC. 2.15 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS	13
SEC. 2.16 CONTINUING OBLIGATION OF CONTRACTOR	13
SEC. 2.17 BILLING INSTRUCTIONS	13
SEC. 2.18 NONDISCLOSURE AND CONFIDENTIALITY	14
SEC. 2.19 INDEMNIFICATION	15
SEC. 2.20 INSURANCE	15
SECTION 3. PROPOSAL FORMAT AND CONTENT	16
SEC. 3.01 INTRODUCTION	16
SEC. 3.02 PROPOSAL CONTENTS	16
SEC. 3.03 EXPERIENCE AND QUALIFICATIONS	17
SEC. 3.04 UNDERSTANDING OF THE PROJECT	17
SEC. 3.05 METHODOLOGY USED FOR THE PROJECT	17
SEC. 3.06 MANAGEMENT PLAN FOR THE PROJECT	17
SEC. 3.07 COST PROPOSAL	17
SEC. 3.08 EVALUATION CRITERIA	17
SECTION 4. EVALUATION CRITERIA AND CONTRACTOR SELECTION	18
SEC. 4.01 SUMMARY OF EVALUATION PROCESS	18
SEC. 4.02 EVALUATION CRITERIA	19
SEC. 4.03 SCORING METHOD AND CALCULATION	20
SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (12.5%)	21
SEC. 4.05 UNDERSTANDING OF THE PROJECT (12.5%)	21
SEC. 4.06 METHODOLOGY USED FOR THE PROJECT (12.5%)	22
SEC. 4.07 MANAGEMENT PLAN FOR THE PROJECT (12.5%)	22
SEC. 4.08 CONTRACT COST (40%)	23
SEC. 4.09 ALASKA OFFEROR PREFERENCE (10%)	24

SECTION 5.	GENERAL PROCESS AND LEGAL INFORMATION.....	25
SEC. 5.01	INFORMAL DEBRIEFING	25
SEC. 5.02	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	25
SEC. 5.03	SITE INSPECTION	25
SEC. 5.04	CLARIFICATION OF OFFERS	25
SEC. 5.05	DISCUSSIONS WITH OFFERORS	26
SEC. 5.06	EVALUATION OF PROPOSALS	26
SEC. 5.07	CONTRACT NEGOTIATION	26
SEC. 5.08	FAILURE TO NEGOTIATE	26
SEC. 5.09	OFFEROR NOTIFICATION OF SELECTION	27
SEC. 5.10	PROTEST	27
SEC. 5.11	APPLICATION OF PREFERENCES	28
SEC. 5.12	ALASKA BIDDER PREFERENCE	28
SEC. 5.13	ALASKA VETERAN PREFERENCE	29
SEC. 5.14	ALASKA MILITARY SKILLS PROGRAM PREFERENCE	29
SEC. 5.15	STANDARD CONTRACT PROVISIONS	30
SEC. 5.16	QUALIFIED OFFERORS	30
SEC. 5.17	PROPOSAL AS PART OF THE CONTRACT	30
SEC. 5.18	ADDITIONAL TERMS AND CONDITIONS	30
SEC. 5.19	HUMAN TRAFFICKING	30
SEC. 5.20	RIGHT OF REJECTION	31
SEC. 5.21	STATE NOT RESPONSIBLE FOR PREPARATION COSTS	31
SEC. 5.22	DISCLOSURE OF PROPOSAL CONTENTS	32
SEC. 5.23	ASSIGNMENT	32
SEC. 5.24	FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)	33
SEC. 5.25	DISPUTES	33
SEC. 5.26	SEVERABILITY	33
SEC. 5.27	SUPPLEMENTAL TERMS AND CONDITIONS	33
SEC. 5.28	SOLICITATION ADVERTISING	33
SEC. 5.29	FEDERALLY IMPOSED TARIFFS	34
SEC. 5.30	BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION	35
SECTION 6.	ATTACHMENTS.....	36
SEC. 6.01	ATTACHMENT 1 - COST PROPOSAL	37
SEC. 6.02	ATTACHMENT 2 - STANDARD CONTRACT FORM	38
SEC. 6.03	ATTACHMENT 3 - ALASKA BIDDER PREFERENCE CERTIFICATION FORM	42
SEC. 6.04	ATTACHMENT 4 - FUEL BREAK MAP	47
SEC. 6.05	ATTACHMENT 5 - WHITESTONE CROSSING BRIDGE	48
SEC. 6.06	ATTACHMENT 6 - BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION	50

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Natural Resources, Division of Forestry & Fire Protection, is soliciting proposals for the development of a mechanical fuels treatment approximately two miles west of Delta Junction, Alaska. This project is a critical component of wildfire prevention efforts, aimed at protecting the community and surrounding areas by reducing fuel loads in the region.

The scope of work includes creating a mechanically treated, 300-foot-wide linear fuels treatment area. The successful contractor will remove and process all brush, shrubs, and small trees within the designated area, and will be responsible for providing all necessary equipment, qualified operators, and transportation and lodging arrangements to complete the project during the winter season.

SEC. 1.02 BUDGET

Department of **NATURAL RESOURCES**, Division of **FORESTRY & FIRE PROTECTION**, estimates a budget of between **\$700,000.00** and **\$1,000,000.00** USD for this contract. Proposals priced at more than **\$1,100,000.00** 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 PM** Alaska Time on **November 26, 2025**, at which time they will be publicly opened. Late proposals or amendments will be considered non-responsive and will not be opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

In order for an offer to be considered responsive the offeror must meet these minimum prior experience requirements:

- **Two years of production felling and/or R-O-W clearing experience.**
 - **Experience may include work in commercial logging operations, commercial arboriculture, land clearing, or experience cutting/clearing R-O-W timber within or along powerlines and roadways.**

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

SEC. 1.05 REQUIRED REVIEW

Offerors shall carefully review this RFP for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the RFP 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 an amendment to be issued if one is required. It will also help prevent the opening of a defective proposal, upon which award cannot be made, and the resultant exposure of the offerors' prices.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer. **The interested party must confirm telephone conversations in writing.** Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision. Deadline to receive questions is **November 19, 2025, by 2:00 PM Alaska Time.**

Procurement Officer: **MADELYN F. LOWE**
Phone: **(907) 761-6357**
Email: **madelyn.lowe@alaska.gov**

SEC. 1.07 SITE INSPECTION

Potential offerors are encouraged to visit the work site so that they can see the conditions under which the work described in this RFP will be performed. The offeror's failure to visit the work site will in no way relieve the offeror of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions, and specifications of this RFP. See attached maps for project location. This contact person is only empowered to allow potential bidders to view the work site. **The contact person cannot and will not answer potential offeror questions regarding the work to be performed under this RFP or the terms, conditions, and specifications of this RFP. Any questions potential offerors have must be directed to the procurement officer as required in Section 1.06.**

SEC. 1.08 RETURN INSTRUCTIONS

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to **madelyn.lowe@alaska.gov**. Each PDF document must be clearly labeled with the following format: "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror, Cost Proposal is the document type). The email must contain the RFP number in the subject line.

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

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

If submitting a proposal using U.S. mail, or delivery service, offerors must submit one hard copy of their proposal, in writing, to the Procurement Officer in a sealed package. The sealed proposal package must be addressed as follows:

Department of Natural Resources
Division of Forestry & Fire Protection
Attention: **MADELYN F. LOWE**
REQUEST FOR PROPOSAL (RFP) Number: **2026-1000-0125**
RFP Title: DELTA RIVER WEST FUEL BREAK – PHASE 2
101 Airport Road
Palmer, Alaska 99645

It is the offeror's responsibility to contact the issuing agency at **1 (907) 761-6357** or **madelyn.lowe@alaska.gov** to confirm that the offer has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.09 ENROLLMENT IN IRIS

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

SEC. 1.10 ASSISTANCE TO OFFERORS WITH DISABILITY

The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit an offer should contact the Procurement Officer no later than ten days prior to the closing of the RFP to make any necessary arrangements.

SEC. 1.11 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. 1.12 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. 1.13 RFP SCHEDULE

The RFP schedule below represents the State of Alaska’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 (AST).

ACTIVITY	TIME	DATE
Issue Date / RFP Released	N/A	NOVEMBER 4, 2025
Deadline for Receipt of Questions	2:00 PM	NOVEMBER 19, 2025
Deadline for Receipt of Proposals / Bid Due Date	2:00 PM	NOVEMBER 26, 2025
ANTICIPATED Bid Evaluations Complete	WEEK OF	DECEMBER 1, 2025
ANTICIPATED Notice of Intent to Award	WEEK OF	DECEMBER 1, 2025
ANTICIPATED Contract Issued	WEEK OF	DECEMBER 15, 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 **NATURAL RESOURCES**, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.14 ALTERNATE PROPOSALS

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

SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The Delta River West Fuel Break Project is a key initiative of the Alaska Department of Natural Resources, Division of Forestry & Fire Protection, identified in the Community Wildfire Protection Plan for Delta Junction and the Greater Delta Area, and has been designed to enhance wildfire protection in one of the state’s highest-risk regions. Located approximately two miles west of Delta Junction, this area has experienced recurring wildfire activity due to dense vegetation, prevailing wind patterns, and the proximity of critical infrastructure and residential communities.

This project was initially solicited in the spring as an Invitation to Bid (ITB). However, due to environmental considerations and concerns with access to federal funding, the solicitation was cancelled prior to award. The Department has since re-evaluated the project delivery method and determined that a Request for Proposals (RFP) is better suited to address the complexity of the work, ensure compliance with funding requirements, and allow for greater flexibility in meeting the State’s needs.

By creating a 300-foot-wide fuel break through mechanical treatment, the project will disrupt potential fire paths, slow fire spread and provide firefighters with a safer and more effective anchor point for suppression efforts. This effort supports a broader strategy to reduce hazardous fuel loads, protect communities, and improve long-term wildfire resilience in Alaska’s Interior.

SEC. 2.02 SCOPE OF WORK

The Division of Forestry & Fire Protection requires the development of a 300-foot-wide fuel break located approximately two miles west of Delta Junction, Alaska. The successful contractor will provide all necessary equipment, qualified operators, transportation, and lodging to complete the project as outlined below.

The fuel break will be created through mechanical treatment to remove and process all brush, shrubs, and small trees within the designated area. Work will take place during the winter season. The contractor must ensure all work is performed in compliance with project specifications and standards and in accordance with the approved operating plan.

LOCATION AND ACCESS

The project site is located approximately two miles west of Delta Junction, Alaska, running adjacent to the Delta River in an east-west direction from the Delta River to Delta Creek, roughly parallel to Clear Creek. The total length of the project area is approximately 14.6 miles, encompassing a 300-foot-wide fuel break that spans 1,094.7 acres. The site largely follows an old dozer line that was established as a fire break during the 2019 Oregon Lakes Fire. The terrain is generally flat but includes sections along a bluff that will require careful consideration during treatment. Vegetation in the project area primarily consists of black spruce and mixed hardwood tree species under six inches in diameter and averaging less than 40 feet in height. The fuel break will treat both sides of the “road” where conditions permit. Interested parties can view the project location via the DOF GIS Fuels Reduction Analysis webapp at the following link: [DOF GIS Fuels Reduction Analysis WebApp](#)

Primary access to the project site will be via the winter ice bridge crossing the Delta River from Spengler Road, commonly referred to as the "Whitestone Crossing." On the west side of the Delta River at this crossing, there is a newly installed wood-decked bridge (see Attachment 5 for photos and map). **Heavy equipment over the weight of 10,000 pounds or any tracked equipment is prohibited from using this bridge.** Heavy or tracked equipment can navigate an alternative route across that branch of the river approximately 100 feet from where the bridge is installed or use a different access point. This crossing has historically experienced intermittent flooding during periods of prolonged winter warming and should be monitored for potential disruptions. The Contractor should plan for these conditions and ensure reliable access to the project area throughout the duration of the work. Furthermore, it is imperative for Whitestone community members and other local residents that their primary access route remains open and functional throughout the project and after it has concluded. The Contractor shall immediately notify the Project Manager, or the Area Forester of any damage incurred to the access roads during project activities. The Contractor bears full responsibility for repairing such damage, ensuring that all access roads are returned to their original or better condition at the conclusion of the project. If repairs are not made within a reasonable timeline specified by the State, the Department reserves the right to make necessary repairs and recover costs from the Contractor. Additionally, there may be alternative access at Remington Road in Delta Junction, this crossing is often installed by DOF and is primarily used to access timber harvest areas. Further information about the Remington access can be provided by the Project Manager or Area Forester on request.

PROJECT DETAILS

- The operational period for this project is during the winter season, from September 1st through April 30th, and is contingent on meeting a frost depth of at least one foot and a snow cover of at least six inches. Winter-only access and frozen ground conditions are critical to prevent uprooting plants, reduce soil compaction from heavy equipment, and increase the likelihood of breaking smaller diameter stems. Work dates may be adjusted or suspended if these conditions are no longer met.
- The 300-foot-wide linear fuel break units and boundaries will be identified for the equipment operator by the DNR Project Manager either prior to or during treatment. Layout considerations are based on vegetative or timber type changes and proximity to the access road.
- Storage of fuel, oils, and other hazardous substances is strictly prohibited at the project site.
- All project operations must be conducted in accordance with applicable state and federal regulations, including the "Additional Logging Standards" (8 AAC 61.1060) outlined under O.S.H.A.
- The Contractor will provide weekly progress reports to the Project Manager documenting acres treated, equipment performance, and any issues encountered. Final acceptance will be based on field inspection and/or aerial verification.

END STATE REQUIREMENTS

The desired end state of the fuel break is a continuous, 300-foot-wide corridor of treated vegetation that provides an effective barrier to wildfire spread. Following mechanical treatment, all brush, shrubs, and small trees within the project area must be cut, crushed, or processed to a height no greater than ground level, with residual material left in sections averaging **no longer than four (4) feet**. Treated vegetation should lie as flat as practicable against the ground surface to maximize fuel compaction, minimize vertical fuel continuity, and facilitate future maintenance or re-treatment activities.

CONTRACTOR RESPONSIBILITIES

- The contractor is responsible for road opening and any associated maintenance required to access the project site throughout the project timeframe.
- The contractor will provide all labor, maintenance, transportation, and lodging and per diem required.
- The contractor will provide transportation to and from the job site. All equipment used for this project must be clean, in good working condition, and inspected by the Northern Region Fuels Specialist, Area Forester or their designee before the start of operations.
- The contractor must adhere to identified project boundaries unless directed otherwise by the DNR Project Manager. Any deviations must be approved by the Project Manager.
- The contractor is required to protect all survey monuments, stakes, and boundary markers within the project area. Any damage caused to these markers must be repaired by the contractor, including any necessary re-surveying.
- The contractor will submit a detailed operating plan to the Northern Region Fuels Specialist, Area Forester or their designee for approval prior to the commencement of work. This operating plan must include timelines, hours of operation, identified areas of concern, procedures for mitigating potential safety issues, a list of equipment (including weights and capacities), names of personnel working on the project, and contact information for operators.
- The contractor must provide equipment and operator(s) capable of performing the required project work efficiently and in accordance with all specifications and standards. The equipment must be capable of crushing, chopping, or breaking all shrub and tree stems greater than one inch in diameter without excessively exposing mineral soil or uprooting plants.
- The contractor is responsible for all equipment maintenance, repairs, and supplies (e.g., fuel, oil/grease, gear).
- No mechanical land clearing activities resulting in soil disturbance or fills in wetlands or waters are permissible. If soils are disturbed, the contractor shall assume responsibility and restore the site to the satisfaction of the Northern Region Fuels Specialist, Area Forester or designee.

TIMBER SALVAGE:

Contractors are encouraged to identify and, where practical, salvage merchantable or otherwise usable timber within the project boundaries. Salvage activities must not interfere with the timely completion of the mechanical fuel treatment or conflict with project specifications. Any salvage must be conducted in compliance with State regulations, and contractors must describe in their proposal how they intend to handle, transport, and utilize or dispose of salvaged material.

STATE RESPONSIBILITIES

- The State, through the Division of Forestry & Fire Protection, will designate a Project Manager and/or Area Forester who will serve as the primary point of contact for all contract-related communications.
- The State will identify project boundaries utilizing GPS and GIS data and provide maps and GIS data necessary to guide operations.
- The State will review and either approve or return for revision the Contractor's operating plan within ten (10) business days of receipt.
- The State will provide inspection of all equipment prior to the commencement of operations to ensure compliance with project requirements.
- The State will monitor project activities on site, conduct periodic inspections, and verify compliance with specifications, safety standards, and environmental regulations.
- The State will coordinate with the Contractor regarding community access concerns and notify the Contractor of any significant changes to access routes or conditions that may affect project execution.
- Upon completion of the work, the State will inspect and verify the treated area to determine final acceptance and authorize payment in accordance with contract terms.

ENVIRONMENTAL FACTORS AND CONSIDERATIONS

- Project operations will adhere to the "best management standards" outlined in the Alaska Forest Resources and Practices Regulations. Operations must be conducted in a manner that minimizes impacts to forest soils, surface waters, and lowland muskegs.
- All trails and roads used during the project will be maintained to minimize surface erosion. Upon completion of the project, any existing trails or roads utilized must be left in a condition that is "as good or better" than their preoperational state.
- The project area must remain free of litter, garbage, trash, and other waste materials at all times.
- All equipment must be in good working condition and will be inspected prior to the commencement of operations. Equipment must arrive at the project site clean and free of invasive plant parts and seeds. Equipment leaking hazardous fluids is prohibited on the project site.
- The contractor must have adequate spill response equipment on hand to contain any hazardous spills. Any spill must be reported immediately to the Northern Region Fuels Specialist or Area Forester and as required by law, to the Department of Environmental Conservation (DEC). The contractor is responsible for cleaning up spills unless directed otherwise by the DEC and must remove hazardous materials from the project area. The storage of hazardous materials is not permitted on State of Alaska lands.
- The contractor must avoid damaging gravel roads, access roads, and the winter crossing of the Delta River, particularly during periods when the road surface is thawed. Care must also be taken to prevent damage to culverts, bridges, and drainage structures. Any damage caused must be repaired by the contractor at their own expense.

PROBLEMS AND DISCREPANCIES

If at any time contract operations do not meet state standards, the problem or discrepancy will be brought to the attention of the Contractor. Upon such notice, the Contractor will take expedient actions to remedy the discrepancy to standards using methods identified by the state. Failure to correct operational problems in a timely manner will result in the immediate termination of the contractor on the project. The state will then determine if any fiscal compensation for work completed is appropriate for payment to the Contractor.

SEC. 2.03 DEFINITIONS

For the purposes of this solicitation and resulting contract, the following definitions shall apply:

- **Area Forester** – The Division of Forestry & Fire Protection official assigned to oversee regional operations and provide contract oversight, or their designee.
- **Leave Trees** – Trees identified and flagged by the State for retention within the project boundaries, which must not be damaged or removed during operations.
- **Mechanical Treatment** – Masticating, crushing, pulverizing, chipping or lopping and scattering small trees and vegetation with equipment such as bulldozers, feller bunchers, skid steers and attachments, or any other mechanized means designed to cut, clear, mulch or scatter vegetation.
- **Operating Plan** – A written plan prepared by the Contractor and submitted to the State for approval, detailing work timelines, equipment, personnel, safety procedures, and other elements necessary for the execution of this project.

SEC. 2.04 CONTRACT TERM

The length of the contract will be from the date of award, approximately **10 months** until completion.

SEC. 2.05 CONTRACT TYPE

This contract is a firm fixed price contract.

SEC. 2.06 PAYMENT FOR STATE PURCHASES

No payment will be made until the contract is approved by the Commissioner of the Department of **NATURAL RESOURCES** or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay 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.

SEC. 2.07 ELECTRONIC PAYMENTS

The State of Alaska prefers vendors to receive payment via Electronic Funds Transfer (EFT). Offerors may review information concerning the EFT process and access the [Electronic Payment Agreement Form for Vendors](https://doa.alaska.gov/dof/vendor.html) at the following link: <https://doa.alaska.gov/dof/vendor.html>. Method of payment is not a factor in the State's determination for award.

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

SEC. 2.08 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of **NATURAL RESOURCES**, Division of **FORESTRY & FIRE PROTECTION**.

SEC. 2.09 CONTRACT PERFORMANCE LOCATION

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

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

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

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

SEC. 2.10 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

Because of the additional administrative and accounting time required by the state when third party financing agreements are permitted, they will not be allowed under this contract.

SEC. 2.11 SUBCONTRACTORS

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

Subcontractor experience **SHALL** be considered in determining whether the offeror meets the requirements set forth in **SEC. 2.01 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; and
- 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 may cause the state to consider their proposal non-responsive and reject it.

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

SEC. 2.12 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.13 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. 2.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for providing all products or the completion of all work set out in the contract. All products or work is subject to inspection, evaluation, and approval by the state. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The state 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 products or work received) and may seek associated damages.

SEC. 2.15 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 state will provide the contractor with a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the procurement officer has secured required state approvals necessary and issued a written contract amendment.

SEC. 2.16 CONTINUING OBLIGATION OF CONTRACTOR

Notwithstanding the expiration date of a contract resulting from this RFP, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

SEC. 2.17 BILLING INSTRUCTIONS

All invoices produced by the contractor must contain the following information at a minimum:

1. **CONTRACT NUMBER AND TITLE;**
2. **IDENTIFICATION OF BILLING PERIOD;**
3. **ITEMIZED LIST OF DELIVERABLES AND CHARGES FOR INVOICED PERIOD;**
4. **TOTAL AMOUNT BILLED;**
5. **DATE INVOICE SUBMITTED FOR PAYMENT;**
6. **ENTITY NAME, CONTACT INFORMATION, AND ALASKA VENDOR NUMBER.**

Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The state will make payment after it receives the goods or services and the invoice. Questions concerning payment must be addressed to the ordering agency.

SEC. 2.18 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.).

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. 2.19 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. 2.20 INSURANCE

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

Certificates of Insurance must be furnished to the procurement officer prior to contract approval 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.

Proof of insurance is required for the following:

- Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.
- Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- 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 occurrence.

SECTION 3. PROPOSAL FORMAT AND CONTENT

SEC. 3.01 INTRODUCTION

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

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

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

SEC. 3.02 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

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

(b) OFFEROR'S CERTIFICATION

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

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

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

(c) VENDOR TAX ID

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

(d) CONFLICT OF INTEREST

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

(e) FEDERAL REQUIREMENTS

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

SEC. 3.03 EXPERIENCE AND QUALIFICATIONS

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

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

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

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

SEC. 3.04 UNDERSTANDING OF THE PROJECT

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

SEC. 3.05 METHODOLOGY USED FOR THE PROJECT

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

SEC. 3.06 MANAGEMENT PLAN FOR THE PROJECT

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

SEC. 3.07 COST PROPOSAL

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

SEC. 3.08 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 4. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

SECTION 4. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100

SEC. 4.01 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) Each responsive Technical Proposal will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the proposals based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may ask for 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. 4.02 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	12.5
Understanding of the Project	12.5
Methodology Used for the Project	12.5
Management Plan for the Project	12.5
Total	50

Cost Criteria	Weight
Cost Proposal	40
Total	40

Preference Criteria	Weight
Alaska Offeror Preference (if applicable)	10
Total	10

TOTAL EVALUATION POINTS AVAILABLE: 100

SEC. 4.03 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 4.04 through 4.07 and assign a single score of 1 through 10, with 10 representing the highest score and 1 representing the lowest score. Using only whole numbers, PEC members should start with a score of 5 on each section. The score may either increase or decrease depending on the offeror's response to each question for that section. As an example, if the Offeror provided responses over and above the evaluation questions in a section, they would receive a higher score. However, if the Offeror's response fails to address all questions of a section or demonstrates some lack of understanding or competency as it relates to a question for that section, the Offeror would then receive a lower score.

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

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

Example (Max Points for the Section = 100):

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

Offeror 1 was awarded 75 points:

$$\frac{\text{Offeror Total Score (30)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (75)}$$

Offeror 2 was awarded 50 points:

$$\frac{\text{Offeror Total Score (20)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (50)}$$

Offeror 3 was awarded 100 points:

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

SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (12.5%)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

- a) Do the individuals assigned to the project have experience with:
 - i) mechanical treatment of hazardous fuels in boreal forest conditions
 - ii) working in winter-only access environments
 - iii) working in rural environments, requiring remote access to include river crossings
- b) Are resumes complete and do they demonstrate backgrounds in operating heavy equipment for fuel treatment, remote site logistics, and environmental compliance?
- 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 large-scale fuel break or vegetation treatment projects in Alaska or comparable northern environments, 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, particularly in relation to winter access work, environmental compliance, and spill response capacity?

SEC. 4.05 UNDERSTANDING OF THE PROJECT (12.5%)

Proposals will be evaluated against the questions set out below:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project, including the 300-foot-wide Delta River West mechanical fuel treatment, its wildfire protection purpose, and its role within the broader community protection strategy?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project, such as restricted access at Whitestone Crossing, prohibitions on tracked equipment over the bridge, maintaining community access, and the risk of flooding or thaw events disrupting winter access?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide, including mechanical treatment to specifications, leave tree protection, and adherence to project boundaries?
- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it, specifically the requirement to operate only under winter-only conditions (minimum frost depth of one foot, snow cover of six inches)?

SEC. 4.06 METHODOLOGY USED FOR THE PROJECT (12.5%)

Proposals will be evaluated against the questions set out below:

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the goals & requirements of the RFP, including ensuring frozen ground and snow cover requirements are met prior to initiating work?
- 2) How well does the methodology match and achieve the objectives set out in the RFP, such as efficient removal of shrubs and small trees without excessive soil disturbance, and coordination with State-identified boundary markings?
- 3) Does the methodology interface with the time schedule in the RFP, and does it include contingency measures for delays caused by thawing, flooding, or access restrictions?
- 4) To what extent does the methodology include consideration for salvage of merchantable or usable timber, and how well is that salvage plan integrated into overall project activities?

SEC. 4.07 MANAGEMENT PLAN FOR THE PROJECT (12.5%)

Proposals will be evaluated against the questions set out below:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP, including road opening, maintenance, and repair obligations?
- 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, including communication protocols with the State's Project Manager and Area Forester?
- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract, specifically equipment capable of crushing/chopping stems greater than one inch in diameter?
- 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, given the project's remote location, community access requirements, and winter-only operational constraints?
- 9) To what extent has the offeror identified potential problems, including spill response, invasive species prevention, and logistical challenges of remote lodging and fuel supply?

SEC. 4.08 CONTRACT COST (40%)

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

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

Example (Max Points for Contract Cost = 400):**Step 1**

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

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

Step 2

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

Offeror #1 receives 400 points.

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

Offeror #2 receives 374.3 points.

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

Offeror #3 receives 336.8 points.

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

SEC. 4.09 ALASKA OFFEROR PREFERENCE (10%)

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

Example:**Step 1**

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

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

Step 2

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

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

Step 3

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

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

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

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 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. 5.02 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 to the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 5.03 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. 5.04 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. 5.05 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. 5.06 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 4. 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. 5.07 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.

SEC. 5.08 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. 5.09 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. 5.10 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. 5.11 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. 5.12 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 AK 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; &
- 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 complete form with their proposal will cause the state to disallow the preference.

SEC. 5.13 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 complete form with their proposal will cause the state to disallow the preference.

SEC. 5.14 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 complete form with their proposal will cause the state to disallow the preference.

SEC. 5.15 STANDARD CONTRACT PROVISIONS

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

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

SEC. 5.16 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. 5.17 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 5.18 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. 5.19 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. 5.20 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. 5.21 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. 5.22 DISCLOSURE OF PROPOSAL CONTENTS

This section governs the ownership, return, and disclosure of any offer or other record an offeror submits in response to this request for proposals. (Herein, any reference to “Record” includes all such records and the offer; any reference to “Law” includes any federal or State of Alaska (State) law, including any court or administrative order or rule.)

1. All Records belong to the State.
2. The State has sole discretion regarding whether to return any Record. In exercising this discretion, the State will comply with all Laws.
3. Unless a notice of intent to award is issued, the State will, to the extent permitted by Law, consider all Records confidential and not subject to the Alaska Public Records Act (APRA).
4. If and when a notice of intent to award is issued, the State will consider nonconfidential any Record unless, at the time of submission, the offeror undertook the following protective measures:
 - a. marked information confidential;
 - b. for any information marked confidential, identified the authority that makes that specific information confidential; and
 - c. committed, in writing, to explain in detail, including with affidavits and briefs, why each authority applies in any court or administrative proceeding in which any nondisclosure is challenged.
5. If the offeror did not undertake each protective measure, the State will not consider any information in a Record confidential: the State will disclose the entire Record without any redaction in response to an APRA or other request or, if it chooses, in the absence of a request and the State will disclose the entire Record without notifying the offeror.
6. If the offeror undertook each protective measure, the State will withhold the information marked confidential to the following extent:
 - a. The State agrees that the Law protects the information; and
 - b. If the nondisclosure is challenged, the offeror fulfills its commitment to explain, including with affidavits and briefs, how each authority applies to the information marked confidential.
7. The State will only notify an offeror of a request for the Record and of a planned release if the offeror undertook each protective measure, but the State disagrees that the marked information is protected. If there is such a disagreement, then before releasing the Record, the State will, to the extent permitted by Law and practicable, notify the offeror that it will disclose the information unless the offeror convinces the State not to or obtains an order prohibiting disclosure.

SEC. 5.23 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. 5.24 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. 5.25 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. 5.26 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. 5.27 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.08 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After 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. 5.28 SOLICITATION ADVERTISING

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

SEC. 5.29 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 to the contract price under this clause unless the amount of the adjustment exceeds \$250.

SEC. 5.30 BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

Offerors are advised that Federal regulations (31 U.S.C. §1352) require all recipients of Federal funds to provide a certification regarding lobbying. The BYRD Anti-Lobbying Amendment Certification form is included as Attachment 6 to this RFP and may be submitted with the proposal. While this certification is not required for a proposal to be found responsive, it must be completed and signed prior to contract execution. Failure to provide a completed certification may delay award.

The individual signing this proposal certifies to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions.

Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

This certification is a material representation of fact upon which reliance will be placed if the proposed contract is awarded. Submission of this certification is a prerequisite for making or entering into the proposed contract imposed by Section 1352, Title 31, U.S. Code.

The Contractor also agrees by submitting this proposal that Contractor shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such Subcontractors shall certify and disclose accordingly

SECTION 6. ATTACHMENTS

Attachments:

- 1) Cost Proposal
- 2) Standard Contract Form for Goods and Non-Professional Services (example)
- 3) Alaska Bidder Preference Certification Form
- 4) Fuel Break Map
- 5) Whitestone Crossing Bridge
- 6) BYRD Anti-Lobbying Amendment Certification

SEC. 6.01 ATTACHMENT 1 - COST PROPOSAL

Offerors are to submit their proposal using this Cost Proposal. **Offerors that fail to complete this Cost Proposal shall be considered non-responsive and their proposals rejected.** Proposal prices are to remain firm for the duration of the contract and are to include all costs associated with providing required services, including, but not limited to, direct expenses, payroll, supplies, equipment, overhead, and profit. The “Total Cost” shown on this form is the cost that will be used for evaluation and award purposes under this RFP.

1. Questionnaire

1.	Do you meet the minimum prior experience identified in Sec.1.04?	☐ Yes ☐ No
2.	Will subcontractors be used to complete greater than ½ of 1% of the contract value? (If “Yes”, offeror must complete subcontractor list below.)	☐ Yes ☐ No

2. Subcontractor List (Use additional pages, as needed.)

	<i>Firm Name, Phone Number, Address</i>	<i>AK Business License No.</i>	<i>Scope of Work</i>	<i>% of Total Contract Value</i>
1.				
2.				
3.				

3. Total Cost

	<i>DESCRIPTION</i>	<i>Total Cost</i>
1.	Delta River West Fuel Break – Phase 2	\$
2.	<i>Company Name:</i>	
	<i>Authorized Representative’s Printed Name:</i>	
	<i>Authorized Representative’s Signature:</i>	
	<i>Date Cost Proposal Signed:</i>	

SEC. 6.02 ATTACHMENT 2 - STANDARD CONTRACT FORM**STANDARD CONTRACT FORM****Goods and Non-Professional Services**

The parties' contract comprises this Standard Contract 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	
This contract is between the State of Alaska,			
8. Department of	Division	hereafter the State, and	
9. Contractor		hereafter the Contractor	
Mailing Address	Street or P.O. Box	City	State ZIP+4

10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it. ARTICLE 2. Performance of Contract: 2.1 Appendix A (General Conditions), Items 1 through 19, govern contract performance. 2.2 Appendix B sets forth the indemnification and insurance provisions of this contract. 2.3 Appendix C sets forth the scope of work/services to be performed by the contractor. ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____. ARTICLE 4. Considerations: 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. 4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:	
11. Department of	Attention: Division of
Mailing Address	Attention:

12. CONTRACTOR	13. CONTRACTING AGENCY
Name of Firm	Department/Division
Signature of Authorized Representative	Signature of Procurement Officer
Typed or Printed Name of Authorized Representative	Typed or Printed Name of Procurement Officer
Date	Date

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

**APPENDIX A
GENERAL CONDITIONS****1. Inspections and Reports:**

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

2. Suitable Materials, Etc.:

Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model, or crop and of recent manufacture.

3. Disputes:

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-AS 36.30.632.

4. Default:

In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

5. 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 Procurement Officer.

6. No Additional Work or Material:

No claim for additional supplies or 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 Procurement Officer.

7. 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.

8. 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.

9. 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.

10. 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) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

11. Officials Not to Benefit:

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

12. Contract Prices:

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

13. Contract Funding:

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

14. 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.

15. Contract Extension:

Unless otherwise provided, the State and the contractor agree: (1) that any holding over 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) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

16. Severability:

If any provision of the contract 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.

17. Continuing Obligation of Contractor:

Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

18. Termination.

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

19. 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.

INTENTIONALLY LEFT BLANK

SEC. 6.03 ATTACHMENT 3 - ALASKA BIDDER PREFERENCE CERTIFICATION FORM

State of Alaska
Department of Administration
Office of Procurement and Property Management
Effective Date: 10/16/2024



ALASKA BIDDER PREFERENCE CERTIFICATION FORM

AS 36.30.321 (A) / AS 36.30.990 (2)

Solicitation Number	
Project Description	
Business Name	
Alaska Business License Number	

A signed copy of this form must be included with your bid or proposal no later than the deadline set for receipt of bids or proposals.

If you are submitting a bid or proposal as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids or proposals. [AS 36.30.990\(2\)\(E\)](#)

If the procuring agency is unable to verify a response, the preference may not be applied. Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per [AS 36.30.687](#) and may result in criminal penalties.

SIGNATURE

By signature below, I certify under penalty of law that I am an authorized representative of the above entity and all information on this form is true and correct to the best of my knowledge.

Printed Name:	
Title:	
Date:	
Signature:	

Alaska Bidder Preference: Do you believe your firm qualifies for the Alaska Bidder Preference?	☐ Yes ☐ No
Alaska Veterans Preference: Do you believe your firm qualifies for the Alaska Veteran Preference?	☐ Yes ☐ No
Alaska Military Skills Program Preference: Do you believe your firm qualifies for the Alaska Military Skills Program Preference?	☐ Yes ☐ No

Office of Procurement and Property Management
Alaska Bidder Preference Certification Form

To qualify for and claim the **Alaska Bidder Preference** you must answer **YES** to all questions in the Alaska Bidder Preference Question section below:

Alaska Bidder Preference Questions

1	Does your business hold a current Alaska business license per AS 36.30.990(2)(A)?	☐ Yes ☐ No
2	Is your business submitting a bid or proposal under the name appearing on the Alaska Business license identified above? Per AS 36.30.990 (2)(B)?	☐ Yes ☐ No
3	Has your business maintained a place of business within the state staffed by the bidder or offeror or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid or proposal per AS 36.30.990 (2)(C)?	☐ Yes ☐ No

If the answer to question 3 is YES, complete the following:

Physical Place of Business Address	
City	
Zip Code	

“Place of business” is defined as a location at which normal business activities are conducted, services are rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per [2 AAC 12.990\(b\)\(3\)](#).

Do you certify the Place of Business identified above meets this definition?	☐ Yes ☐ No
--	--

Per AS 16.05.415(a) per 2AAC 12.990(b)(7), the bidder or offeror, or at least one employee of the bidder or offeror must be a resident of the state?

1	Do you certify the bidder or offeror, or, at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per AS 16.05.415(a)(2)?	☐ Yes ☐ No
2	Do you certify the resident(s) used to meet this requirement has maintained a domicile in Alaska for the 12 months immediately preceding the deadline set for receipt of bids or proposals per AS 16.05.415(a)(2)?	☐ Yes ☐ No
3	Do you certify the resident(s) used to meet this requirement is only claiming residency in Alaska per AS 16.05.415(a)(3)?	☐ Yes ☐ No
4	Do you certify the resident used to meet this requirement is not obtaining benefits under a claim of residency in another state, territory, or country per AS 16.05.415 (a)(4)?	☐ Yes ☐ No

Per AS 36.30.990(2)(D), is your business:

1	Incorporated or qualified to do business under the laws of the state?	☐ Yes ☐ No
If yes, enter the current Alaska Corporate Entity Number:		

Office of Procurement and Property Management
Alaska Bidder Preference Certification Form

Indicate below how your business is organized:

1	Is your business a Sole Proprietorship and the Proprietor is a resident of the state?	☐ Yes ☐ No
2	Is your business a Limited Liability Corporation organized under AS 10.50 and ALL members are residents of the state?	☐ Yes ☐ No
If the answer to question 2 above is YES, please identify each member by name:		
3	Is your business a partnership under former AS32.05, AS32.06, or AS32.11 and all partners are residents of the state?	☐ Yes ☐ No
If the answer to question 3 above is YES, please identify each partner by name:		

Office of Procurement and Property Management
Alaska Bidder Preference Certification Form

Alaska Veterans Preference Questions:

To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to the below questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section above.

Per AS36.30.321(F), is your business:

1	A sole proprietorship owned by an Alaska veteran?	☐ Yes ☐ No
2	A partnership under AS32.06 or AS32.11 and a majority of the members are Alaska veterans?	☐ Yes ☐ No
3	A limited liability company organized under AS10.50 and a majority of the members are Alaska veterans?	☐ Yes ☐ No
4	A corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans?	☐ Yes ☐ No

Per AS36.30.321(F)(3), an “Alaska veteran” is defined as an individual who:

- A. Served in the:
 - a. Armed forces of the United States, including a reserve unit of the United States armed forces ; or
 - b. Alaska Territorial Guard, The Alaska Army National Guard, the Alaska Air Nations Guards, or the Alaska Naval Militia; and,
- B. Was separated from services under a condition that was not dishonorable.

4	Do you certify the individual(s) indicated in items 1-4 above meet this definition and can provide documentation of their service and discharge in necessary?	☐ Yes ☐ No
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Alaska Military Skills Program Preference Questions

To qualify for and claim the Alaska Military Skills Program Preference, you must answer **YES** to the below questions as well as answer **YES** to all the questions in the Alaska Bidder Preference section above.

Per 36.30.321(I), does your business:

1	Employ at least one person who is enrolled in, or within the past two years, graduated from, a United States Department of Defense SkillBridge or United States Army career skills program 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	☐ Yes ☐ No
2	Have an active partnership with an entity that employs an apprentice through a program described in item 1 above?	☐ Yes ☐ No
3	Have proof of an employee’s graduation or enrollment in a qualified program as described in 1. above?	☐ Yes ☐ No

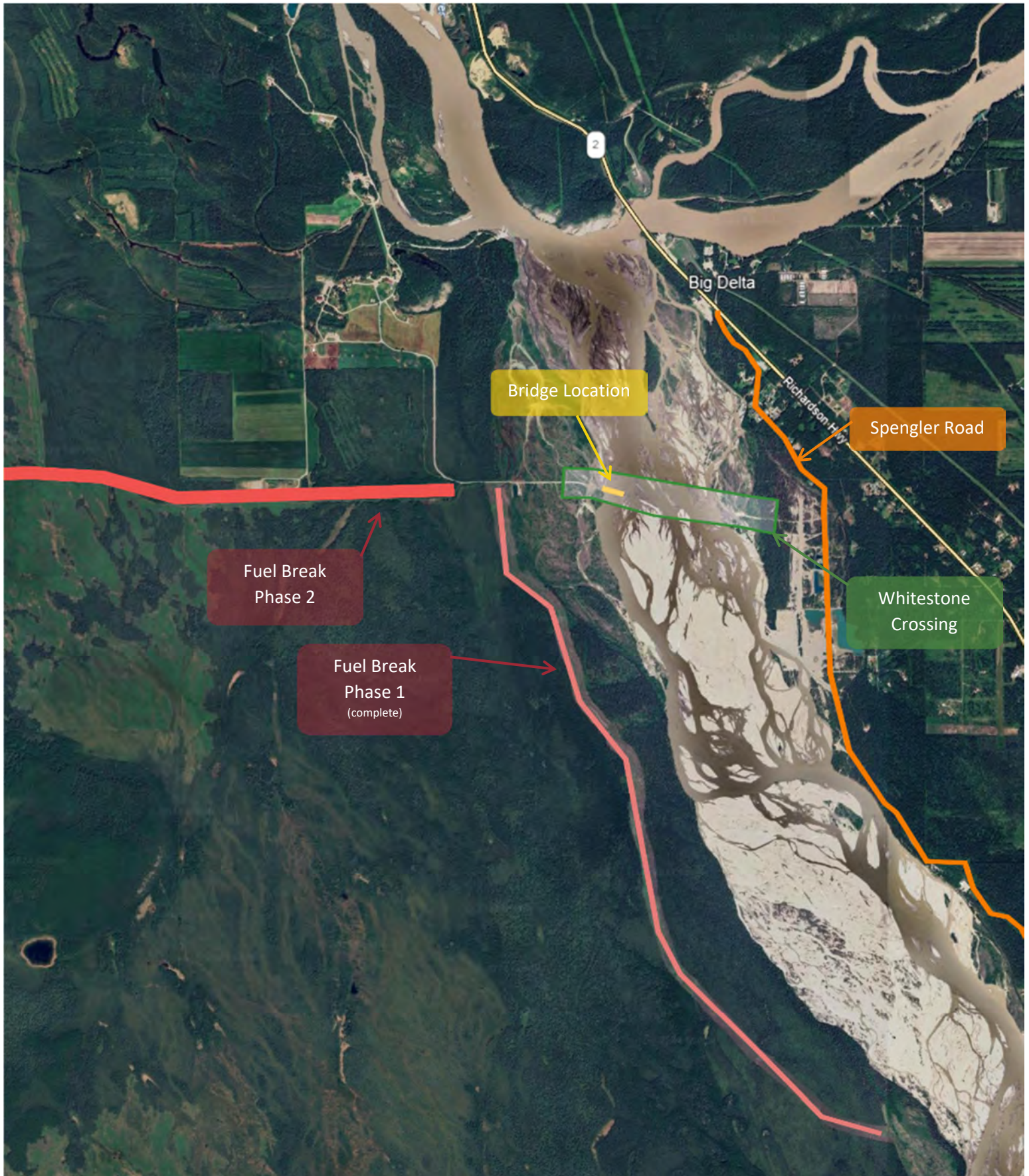
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SEC. 6.04 ATTACHMENT 4 - FUEL BREAK MAP

Additional info can be found out at [State of Alaska DOF Fuels Treatment Exploration](#).

SEC. 6.05 ATTACHMENT 5 - WHITESTONE CROSSING BRIDGE





SEC. 6.06 ATTACHMENT 6 - BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
REQUIRED FOR CONTRACTS OVER \$100,000**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date