



STATE OF ALASKA
Department of Environmental Conservation
Division of Water
555 Cordova Street, Anchorage, Alaska

Request For Proposals (Statements of Qualifications)

RFP 2013-1800-1654
Date of Issue: **August 15, 2013**

Title and Purpose of RFP:

Alaska Water and Sewer Challenge

The Department of Environmental Conservation (DEC), Division of Water, Village Safe Water Program is soliciting Statements of Qualifications (SOQs) from interested teams in response to this request, which initiates a multi-phase project to research, develop and test innovative and affordable technologies to provide basic water and sewer service to homes in rural Alaska. Up to six (6) of the highest ranked teams, submitting SOQ's, will receive funding to develop written proposals in the next phase.

Offerors Are Not Required To Return This Form.

Important Notice: If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed in this document to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

**Sonja Love-Hestnes
Procurement Officer
Department of Environmental Conservation**

TABLE OF CONTENTS

Request for Statement of Qualifications Overview4
Deadline for Proposals.....5
Proposal Submittal Information5
1.01 Contact Person6
1.02 Contract Term and Work Schedule6
1.03 Budget.....8
Section Two Background 9
Additional Project Information9
Project Goal9
Operation and Maintenance of Decentralized Systems11
Project Viability11
Section Three Project Scope, Work Location and Deliverables 12
3.01 Project Scope12
3.02 Work Location14
3.03 Certification – Foreign Contracting14
3.04 Deliverables15
Section Four Pre-Proposal Conference and Team Connection Site 19
4.01 Pre-proposal Conferences19
4.02 Team Connection Spreadsheet Site19
**Section Five Proposal Format, Minimum Qualifications, Proposal Content
and Evaluation..... 21**
5.01 Introduction21
5.02 Proposal Format.....21
5.03 Minimum Qualifications/ Prior Experience22
5.04 Proposal Content23
5.05 Evaluation of Statement of Qualifications.....24
Section Six Proposal Requirements and Conditions 29
6.01 Required Review29
6.02 Questions Received Prior to Due Date of Proposals.....29
6.03 Amendments29
6.04 Alternate Proposals29
6.05 Right of Rejection30
6.06 State Not Responsible for Preparation Costs30
6.07 Disclosure of Proposal Contents31
6.08 Subcontractors31
6.09 Joint Ventures32
6.10 Offeror's Certification.....32

6.11	Conflict of Interest	32
6.12	Authorized Signature	33
6.13	Site Inspection.....	33
6.14	Right to Inspect Place of Business	33
6.15	Solicitation Advertising	33
6.16	News Releases	33
6.17	Assignment	33
6.18	Disputes	33
6.19	Severability.....	34
6.20	Human Trafficking	34
6.21	Assistance to Offerors with a Disability	34
6.22	Supplemental Terms and Conditions	34
6.23	Clarification of Offers.....	34
6.24	Discussions with Offerors.....	35
6.25	Vendor Tax ID	35
6.26	Freight Costs.....	35
6.27	Alaska Business License and Other Required Licenses	35
6.28	Contract Negotiation.....	36
6.29	Failure to Negotiate	37
6.30	Notice of Intent to Award (NIA) – Offeror Notification of Selection	37
6.31	Protest.....	37
6.32	Application of Preferences	38
6.33	Alaska Offeror Preference.....	39
Section Seven CONTRACT INFORMATION		41
7.01	Contract Types.....	41
7.02	Contract Approval.....	42
7.03	Standard Contract Provisions.....	42
7.04	Proposal as a Part of the Contract	42
7.05	Additional Terms and Conditions	42
7.06	Insurance Requirements	42
7.07	Contract Funding.....	43
7.08	Proposed Payment Procedures	43
7.09	Contract Payment.....	43
7.10	Informal Debriefing.....	44
7.11	Contract Personnel.....	44
7.12	Inspection & Modification - Reimbursement for Unacceptable Deliverables	44
7.13	Termination for Default.....	44
7.14	Contract Changes - Amendments Anticipated/Unanticipated.....	45
7.15	Contract Invalidation.....	45
Section Eight ATTACHMENTS		46

Overview

Request for Statement of Qualifications Overview

The purpose of this RFP is to select multi-disciplinary teams to research, develop, and test innovative and affordable technologies to provide basic water and sewer systems in homes in rural Alaska.

This RFP initiates the first phase of the project by soliciting team Statements of Qualifications. Up to six (6) of the highest scoring teams selected from phase one will be awarded contracts and funded, in phase two, to develop proposals for innovative and affordable water and sewer systems for homes in rural Alaska. Up to three (3) teams from phase two will be selected and funded for prototype development in phase three. In the fourth and fifth phases, teams with prototypes that best demonstrate performance target outcomes will be selected and funded for field system development and refinements.

Phase 1: Request for Statements of Qualifications and Selection of Teams

Under Phase 1, the Department of Environmental Conservation (DEC), Division of Water, Village Safe Water Program will evaluate Statements of Qualifications and select up to six (6) of the highest scoring teams to develop and present proposals for innovative and affordable water and sewer systems for homes in rural Alaska. Proposal development and presentations will occur in Phase 2.

Phase 2: Proposal Development and Presentation

Under Phase 2, up to six (6) teams selected in Phase 1 will receive funding for development of a written proposal and presentation.

Phase 3: Prototype Development and Pilot System Testing

Under Phase 3, up to three (3) selected teams will receive funding to develop a fully functional prototype of their approved proposal. Testing requirements will be provided by the state and the prototype will be used to obtain test results.

Phase 4: Field System Development and Testing

Under Phase 4, up to three (3) selected teams will receive funding to develop a fully functional field testing system based upon the prototype. Testing requirements will be provided by the state and the field testing system will be used to obtain test results.

Phase 5: Technology Refinement and Improvement

Under Phase 5, up to three (3) selected teams will further refine their systems according to the test results from Phase 4 in order to address performance concerns.

Deadline for Proposals

Proposals must be received no later than 1:30 P.M., Alaska Time on **November 15, 2013**. Mailed proposals or PDF proposals sent electronically are acceptable. Faxed and oral proposals are not acceptable.

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

Proposal Submittal Information

IMPORTANT – Offerors must submit proposals according to instructions in the RFP in order for their proposals to be considered responsive. Please read this RFP thoroughly for important instructions.

All Statements of Qualifications and any correspondence are to be sent to the Procurement Officer, Sonja Love-Hestnes, at the below address or Sonja.love-hestnes@alaska.gov.

Mailed Proposals: Offerors must submit six (6) originals of their complete proposal, and one (1) CD containing the electronic version of the complete proposal in a sealed envelope. It must be addressed as follows:

Business Name
Return Mailing Address

Department of Environmental Conservation
Division of Administrative Services
Attention: Sonja Love-Hestnes
555 Cordova Street
Anchorage, Alaska 99501

Proposal Due Date: November 15, 2013
RFP 2013-1800-1654
RFP Title: Alaska Water and Sewer Challenge

Emailed Proposals: Offerors must submit one PDF of their complete proposal, including signatures, sent electronically by email. The email must include, "RFP 2013-1800-1654 proposal" in the subject line and be emailed to the procurement officer noted below.

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. It is the offeror's responsibility to contact the issuing agency Procurement Officer, Sonja Love-Hestnes at (907) 269-3090 or Sonja.love-hestnes@alaska.gov to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

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

1.01 Contact Person

PROCUREMENT OFFICER:

Sonja Love-Hestnes
PHONE 907-269-3090
Email: Sonja.love-hestnes@alaska.gov

TDD/TYY Relay Service: (907) 770-8973 OR Dial 7-1-1 (from anywhere inside Alaska)
TDD/TYY Relay Service: (800) 770-8255 dial TOLL FREE (from anywhere outside the State of Alaska)
Other Alaska Relay Telephonic Accessibility Information: <http://akrelay.com/>

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten (10) days prior to the deadline of receipt of proposals.

1.02 Contract Term and Work Schedule

The terms and work schedules of the contracts set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of these schedules, such as the due date, is delayed, the rest of the schedules will be shifted by the same number of days.

The award is for an intended work period up to six (6) months. (with possible extensions) Phase:		Approximate Contract Award Date	Duration (months)	Comment
2	Proposal Development and Presentation	January, 2014	6	Funding amount depends upon number of teams selected
3	Prototype Development and Pilot Testing	September, 2014	12	Fund prototype development and pilot testing in lab for up to three (3) selected proposals. Funding amounts based on future state appropriations.
4	Field System Development and Testing	December 2015	12	Fund field testing in rural homes. Funding amounts based on future state appropriations.
5	Technology Refinement and Improvement	March, 2017 and beyond	12+	Address inadequacies or failures identified during testing, Funding amounts based on future state appropriations.

The approximate contract schedule is as follows:

- **Issue RFP - August 15, 2013**
- Written Questions to be answered in conjunction with Pre-Proposal Conference #1 due – September 9, 2013
- Pre-Proposal Conference #1 – **September 17, 2013; 9:00 a.m. – 12:00 p.m. Alaska Time**
Location:
 - Alaska Center for the Performing Arts
 - Elvera Voth Hall
 - 621 W. 6th Ave
 - Anchorage, Alaska
- Written Questions to be answered in conjunction with Pre-Proposal Conference #2 due – October 9, 2013
- Proposal Conference #2 - **October 16, 2013; 9:00 a.m. – 12:00 p.m. Alaska Time**
Location:
 - Alaska Center for the Performing Arts
 - Elvera Voth Hall
 - 621 W. 6th Ave
 - Anchorage, Alaska

Deadline for receipt of Proposals–November 15, 2013; 1:30 p.m. Alaska Time

- Proposal Evaluation Committee complete evaluation:
 - Phase 1- to be determined
 - Phase 2- to be determined
 - Phase 3-to be determined
 - Phase 4-to be determined
 - Phase 5-to be determined
- State of Alaska issues Notice of Intent to Award a Contract- January, 2014
- State of Alaska issues contract – January, 2014

1.03 Budget

DEC, Division of Water, estimates a maximum possible budget of up to approximately \$24,000,000 (twenty-four million dollars) over a maximum possible ten (10) year period in order to complete all phases of this project. Funding for the first two phases is available at this time, and future phases are subject to future legislative appropriations.

Section Two Background

Additional Project Information

To learn more about this project, and potential worldwide markets please refer to Frequently Asked Questions on the project website: <http://watersewerchallenge.alaska.gov/>

Project Goal

The goal of this project is to improve the health of rural Alaska residents by encouraging and accelerating worldwide private sector research to develop innovative and cost effective technologies for water and sewer service in homes in remote Alaska communities.

DEC Village Safe Water Program (VSW) offers capital improvement grants and technical assistance to rural Alaska communities for water and sewer improvement projects. Recently, federal and State funding for VSW capital projects has declined sharply while the estimated cost of addressing rural water and sewer needs has continued to steadily rise. The current estimated deficit between available funds and needs is over \$667 million.

Fiscal realities require that state and federal agencies involved with delivering water and sewer systems in rural Alaska begin to address these issues in a different way. Conventional, community-wide piped systems and truck haul systems are expensive to construct, repair, and replace. Many communities cannot afford the high operation and maintenance costs associated with piped or haul systems. In order to provide people in rural communities with adequate water and sewage disposal needed for public health, DEC believes that a different approach to delivering these services is needed.

There are a number of new decentralized water and wastewater treatment, minimization, and recycling technologies that have been developed in different countries and in different climates, and for such diverse purposes as drought and disaster response, recreational vehicles, boats, and the space industry. We believe these innovative technologies hold the most promise for use in delivering affordable water and wastewater services to rural Alaska. They have great potential for use in individual homes, multi-family housing, and housing clusters.

There is a potentially enormous demand for a decentralized technology to provide indoor water and sewer service, which will function reliably under harsh conditions and which has minimal operating and capital costs. In Alaska alone, there are over 18,000 homes that would benefit immediately from such an approach. In addition, there are approximately 221,000 rural homes in the U.S. (excluding Alaska) which are occupied year round and lack complete plumbing.

In other northern countries, such as Canada, Russia and Mongolia, there are at least 1.7 million homes that could potentially benefit from the novel approaches being pursued by this

project. Finally, depending on features of the technology, there are several other promising markets for which statistics are not available. These include vacation homes and recreational cabins; commercial fishing vessels and tourism boats; military and resource development camps; remote camp grounds and lodges; state and national parks; and mobile homes and recreational vehicles.

The intention of the project is to develop “whole house” water and sewer systems for homes in rural Alaska. Approaches that are limited to a single component, such as an innovative toilet or an in-home water treatment process, for example, will not be considered. The proposed systems must provide a comprehensive water and sewer service for the entire household. We are not aware of a compilation of products presently available in the marketplace that will meet the needs of this project. We are specifically looking for new approaches that may be combined with some existing technology.

Assumptions:

- Technology developed for this project will be limited to use within a single family housing unit. Later, this technology may be adapted for use in multi-family units and housing clusters (serving less than 25 people), but individual homes are the initial target.
- Consider the average size of household to be 4 individuals per household. This number is based on the average size of households in communities without running water and sewer in rural Alaska. We are looking for a system that will reduce the volume of treated or untreated water hauled to the home and the volume of wastewater hauled away.
- There are existing treated and untreated sources of water available in the community that can be hauled to homes. These sources include, but may not be limited to, a community watering point from a treated source, surface water such as rivers and ponds, rainwater and snowmelt.
- Household systems may accept either treated or untreated water or both. Systems may produce and use water at different, but appropriate levels of treatment and quality for different purposes in the home.
- Project teams will need to specify the quantity of water, at different levels of treatment, that would need to be carried to the home. Water and sewer service, for the purpose of this solicitation, is defined as a kitchen sink, a bathroom sink, a toilet, a tub or shower and a tap and drain for a clothes washing machine.
- The water system must be able to connect to hot water generating equipment such as a hot water heater.
- Any wastewater not recycled will be collected in a holding tank, hauled away, and disposed of in a permitted facility.

- Rural Alaska has challenging conditions such as extreme temperatures and permanently frozen ground.

By its nature, research and development work is inherently prone to trial and error, failure and recovery, corrections and repeated attempts at success. The State of Alaska fully anticipates this process, and intends to provide base funding for Phases 2 – 5 (subject to future state appropriations). However, teams that are also able to contribute their own funding toward the development and testing of prototypes and household systems will enhance their likelihood of developing and demonstrating a successful system that will be selected for widespread implementation.

Operation and Maintenance of Decentralized Systems

Decentralized systems developed through this project must be easy and feasible to operate, maintain and repair. Operation will typically be performed by household residents, which are the users of the system. Maintenance and repair, including any necessary testing of water and wastewater, may be performed by a local technician. The local technician, in turn, may be employed by a local cooperative, which residents can belong to by paying a membership fee. The services of the technician could also be paid for on an hourly basis. The formation of cooperatives and a training program for technicians are initiatives that will be considered further as this project progresses.

Project Viability

This project will not move forward if less than two teams are selected for proposal development. The targeted range for the number of teams for proposal development is four (4) to six (6).

DEC will provide:

- Background information about rural Alaska and the need for the project and potential market for new and innovative approaches to decentralized water and sewer service.
- Water and wastewater technology resources at the project website
<http://watersewerchallenge.alaska.gov/>
- A mechanism for individuals, companies and organizations to share information about their qualifications and expertise so that other potential team members can contact them. This mechanism will have the form of a web-based “team connection site” via SurveyMonkey.
<https://www.surveymonkey.com/s/teamconnectionsite>
- The information collected from prospective team members, as described above, will be organized and posted on the Alaska Online Public Notice:
<http://aws.state.ak.us/OnlinePublicNotices/Notices/View.aspx?id=169346>

Section Three Project Scope, Work Location and Deliverables

3.01 Project Scope

This international solicitation initiates a multi-year process to develop and test innovative and cost effective technologies to provide basic water and sewer services to homes in rural Alaska. The solicitation encourages the formation of multidisciplinary teams of engineers, social scientists, innovators, and people with rural Alaska sanitation experience to develop and test the water and sewer systems. These systems will be developed in the following phases:

Phase		Time Period	Duration (months)	Comment
1	Formation of Teams	2013	3	Select up to six (6) of the highest ranked teams
2	Proposal Development and Presentation	2014	6	Funding amount depends upon number of teams selected
3	Prototype Development and Pilot Testing	2014 - 2015	12	Fund prototype development and pilot testing in lab for up to three (3) selected proposals. Funding amounts based on future state appropriations.
4	Field System Development and Testing	2015 - 2016	12	Fund field testing in rural homes. Funding amounts based on future state appropriations.
5	Technology Refinement and Improvement	2017 and beyond	12+	Address inadequacies or failures identified during testing, Funding amounts based on future state appropriations.

Notes:

This RFP initiates the first phase of the project only. Subsequent phases of the project will be conducted with teams which are selected for additional work based on specific criteria at each phase. All “teams” (also called offerors, responders, proposers) must be able to complete all phases of this project. The five phases describe the project plan at the time of this solicitation. As the project progresses the phases are subject to change.

This is the first phase of this project, and in response to this RFP, the state is requesting the formation of multi-disciplinary teams. Teams must be formed at no expense to the state. Teams formed in response to this RFP are requested to submit only a Statement of Qualifications (SOQ) at this time. All responsive SOQs which are submitted in response to this RFP will be evaluated, and teams that meet minimum qualifications per Section 5.03 will be scored. Up to six (6) of the highest scoring teams will be selected to receive funding under the

second phase of the project and will be issued a Notice to Proceed (NTP). At each phase, the Project Director, or designee will issue sequentially numbered Notices to Proceed (NTP) for all work under this contract. **The Successful Offeror shall not perform services or incur billable expenses except as authorized by a NTP.**

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any Statement of Qualification in response to this RFP.

Under the second phase of the project, up to six (6) of the most qualified teams selected in the first phase will be funded to prepare proposals for innovative and affordable water and sewer systems for homes in rural Alaska. In the third phase, up to three (3) of the teams with the best proposals developed in the second phase will be selected and funded to develop prototypes and conduct laboratory testing of the systems. In the fourth and fifth phases, teams with prototypes, that best demonstrate performance target outcomes, will be selected and funded for field system development, testing, and refinements.

The five phases of the project are described in more detail below:

Phase 1: Formation of Teams. With this RFP, DEC will begin a three-month international effort to solicit project teams. Engineering companies, research institutions, manufacturers, and others are encouraged to form teams to respond to the solicitation. Teams will be evaluated and scored according to the criteria included in this solicitation. In the second phase, up to six (6) of the highest ranked teams will receive funding to develop written proposals that will meet specific performance requirements relating to constructability, health benefits, affordability, and operational considerations. The amount of funding provided to each team will depend upon the number of teams selected.

Phase 2: Proposal Development and Presentation. Written proposal development is expected to take around six months. Project teams will present their detailed proposals to the project Steering Committee in 2014, both in writing and in a presentation. DEC and the Steering Committee will evaluate and score each proposal according to the performance requirements and will select the most promising proposals to receive additional funding for further development and pilot testing in a laboratory setting.

Phase 3: Prototype Development and Pilot Testing. Additional funding will be awarded to up to three (3) teams with the highest ranked proposals for prototype development and pilot testing in a laboratory setting. DEC will provide the testing requirements for prototypes. Engineering plans will be reviewed and approved by DEC and the Steering Committee. Prototype development and testing is expected to last up to a year, and in 2015 the results of the pilot testing phase will be presented to DEC and the Steering Committee. Systems that best demonstrate performance target outcomes will be selected for the next phase of development.

Phase 4: Field System Development and Testing. Additional funding will be provided for each system selected to develop a field testing package that can be installed in rural Alaska homes. Field testing, projected to begin in 2015, will include a full year of operation. DEC will provide testing requirements for field testing. Engineering plans will be reviewed and approved by DEC and the Steering Committee. User acceptance and health outcomes will be evaluated by DEC and the Steering Committee. During the field testing phase, systems will be closely monitored and users will provide feedback on operation and use. At the conclusion of this phase, each system will be evaluated by the Steering Committee. Systems that can demonstrate sustainable, durable improvements will be refined and further deployed using available funding sources.

Phase 5: Technology Refinement and Improvement. Additional funding may be used to address inadequacies or failures identified during Phase 4 field testing and to improve durability of the systems. Field testing may be expanded to additional homes or locations.

3.02 Work Location

The state will not provide work space under any phase of the project. Further, the location(s) the work is to be performed, completed and managed is not specified by DEC. The state recognizes team members may be based internationally and work in various locations, including internationally.

During Phase 2, we encourage at least one member of the team to visit an unserved community in Alaska to talk with residents about their needs and observe their practices first hand. An unserved community is one in which less than 55% of residences are connected to an onsite or community piped or closed haul system. See the project website at <http://watersewerchallenge.alaska.gov/> for locations of unserved communities.

Under future phases of this project, and in particular during field testing, the state will work with third parties, such as research universities or tribal organizations, to establish field testing locations in Alaska homes.

3.03 Certification – Foreign Contracting

By signature on this solicitation, 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 is being performed in the United States, the offeror must contact the Procurement Officer to request a waiver at least 10 days prior to proposal deadline. The offeror must provide with their submission a detailed description of the portion of work being performed outside the United States, where, by whom and the reason the waiver is necessary.

Failure to comply with this requirement may cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

3.04 Deliverables

Phase 1: Formation of Teams

Under the first phase of this project, and in response to this RFP, the state is requesting the formation of multi-disciplinary teams. Teams formed in response to this RFP are requested to submit only a Statement of Qualifications (SOQ) in response to this solicitation. All SOQs which are submitted in response to this RFP will be evaluated, and teams that meet minimum qualifications will be scored. Up to six (6) of the highest scoring teams will be selected to receive funding under the second phase of the project.

Phase 2: Proposal Development

Proposed Water and Sewer Service Performance Targets

Teams selected in Phase 1 will be expected to develop a written proposal during Phase 2 for a system that meets the following performance targets.

These performance targets are subject to change and may be amended prior to use in developing contracts for use in Phase 2 – Development of Proposals. The proposed targets are being provided at this time in order for teams to understand the next phase of this project.

- 1) **Constructability and durability** – Must be able to add the system to existing rural Alaska homes and must require minimal, if any, additional floor space. Must be able to withstand everyday use, occasional neglect and abuse, and a general lack of operational understanding on the part of users. In other words, the system should ultimately be able to run like a typical household appliance, such as a clothes washer or dish washer.
- 2) **Capital cost** - A capital cost target of \$160,000 per home has been established. Systems with a lower capital cost are preferable to higher cost systems. This cost target represents the upper limit for all freight, equipment, materials and labor associated with installing a proposed system in a remote Alaska community, including the cost of providing indoor plumbing in a home for the first time. It assumes that manufactured parts and materials would be available for purchase, which may not be the case at this time with approaches that haven't yet been developed. Since a wide range of capital costs associated with different kinds of approaches are anticipated, the cost of a particular system will be considered when comparing a proposed system with other approaches.

- 3) **Water use for health benefits** – Systems should be capable of providing a minimum of 15 gallons of useable water per person per day, comprised of water for drinking and cooking, washing and flushing. Assuming an average household size of four people, this will amount to 60 gallons of water per household per day. Systems which can provide more useable water in the home with less water delivery and wastewater removal are more desirable.

At a minimum, household service will consist of a kitchen sink, a bathroom sink, a toilet, a tub or shower and a tap and drain for a clothes washing machine.

The kitchen tap will provide water for drinking and cooking, and all water provided to this tap must be palatable, safe for consumption, and regularly tested. Water supplied to this tap can either be hauled from a community watering point that provides treated and tested water, or hauled from an untreated source and treated in the home. Community watering points should be assumed to be available for the purpose of this solicitation. Untreated water brought to the home for use at the kitchen tap from lakes, rivers, snow melt, or rain catchment must be treated in the home to appropriate levels, and made potable and palatable. Systems that can accept untreated water and treat it would be considered preferable. Cost to test the water would be covered under membership fees with a maintenance cooperative.

Other taps in the home that provide water for washing only, must be safe (free of bacteria and other pathogens) and aesthetically suitable for washing and possibly bathing, but may not be desirable or used for drinking and cooking, and therefore may be treated to a different level than the kitchen tap.

Treatment and recycling systems in the home may produce water for both the drinking water and wash water taps or only the wash water taps. One or more storage tanks may be incorporated into the system as needed.

- 4) **Operating cost** - Projected monthly operating costs should not exceed \$135, which is 5% of the Mean Household Income (MHI) of \$2,700 per month. This income level is less than or equal to the MHI of approximately 75% of rural Alaska communities, including larger hub communities.

When calculating the monthly operating cost of a proposed household water and sewer system, please utilize the following rural Alaska costs. Additional information is available on the project website at <http://watersewerchallenge.alaska.gov/>

- Electricity: \$0.23/kWh
- Average diesel fuel cost: \$6.30 per gallon*

*Note: The cost of diesel fuel is provided for potential use in a treatment process utilizing heat, or for storage tank heating. Household hot water heating is considered

a separate cost from water and sewer service. The only options for heating are diesel fuel and electricity. No natural gas or propane is typically available.

- Monthly cost of routine maintenance and repair, replacement costs associated with minor parts, and scheduled water testing through a local co-op: \$40/month.
 - Treated water cost: \$0.10/gallon (if needed, self-hauled from a central community watering point, which can be assumed to be available for the purpose of this solicitation).
 - Sewage hauling cost: \$0.25/gallon. (Sewage hauling would be required to be handled by a community sewage hauling service. Assume that such a service is available. Any wastewater not recycled will be collected in a holding tank, hauled away, and disposed of in a permitted facility.)
- 5) **Freeze/thaw recovery capability** - Systems must be able to be left in an unheated, rural Alaska home for up to several weeks without damage and become operational again with minimal effort. If necessary, a process for draining and preparing the system for such an event should be incorporated into the design. If the system will not be allowed to freeze completely, when the house is unheated, explain how the system will be kept from freezing.
- 6) **Modularity of household system** - Modularity should be maximized with mechanical and electrical parts concentrated to the maximum extent possible in a single, removable modular unit, or box, which could be removed from the home and taken elsewhere for service. Access to service the unit from outside the home is preferable.
- 7) **Feasibility** - The proposed whole-house water and sewer system must be feasible to build and operate in homes in rural Alaska. Factors such as extreme temperatures, permafrost, remote locations off road systems, the willingness of end users to accept and use the water and sewer systems, and the requirements of federal and state agencies who will be funding the systems for installation in rural Alaska. Operation and maintenance considerations such as technical requirements and training, user requirements and access to mechanical parts are also essential elements of a successful approach.
- 8) **Compliance with plumbing code** - The proposed whole-house water and sewer system must either comply with the Alaska State Uniform Plumbing Code or qualify for a variance if the system can demonstrate that it poses no increased risk to human health.
- 9) **Parts availability** - Identify the parts of the system that may have limited suppliers. If systems or parts of the systems are not currently available, explain how they will be supplied at a reasonable cost.

Phase 3: Prototype Development and Pilot System Testing

Under Phase 3, selected teams will receive funding to develop a fully functional prototype of their approved proposal. Testing requirements will be provided by the state and the prototype will be used to obtain test results, which will also be a deliverable under this phase.

Phase 4: Field System Development and Testing

Under Phase 4, selected teams will receive funding to develop a fully functional field testing system based upon the prototype. Testing requirements will be provided by the state and the field testing system will be used to obtain test results, which will also be a deliverable under this phase.

Phase 5: Technology Refinement and Improvement

Under Phase 5, selected teams will further refine their systems according to the test results from Phase 4 in order to address performance concerns.

Section Four

Pre-Proposal Conference and Team Connection Site

4.01 Pre-proposal Conferences

There will be two pre-proposal conferences:

- Offerors may participate in one or both of the pre-proposal conferences in person or remotely by internet or telephone.

Pre-proposal Conference 1

Initial pre-proposal conference concerning the Request for Proposal (RFP) and overview of the project will be held about thirty (30) days after the release of this solicitation. Offerors may submit questions to DEC and receive answers at the pre-proposal conferences. Written questions to be answered in conjunction with first pre-proposal conference are due twenty-five (25) days after release of RFP and must be submitted in writing, via email, to the procurement officer.

Pre-proposal Conference 2

The second pre-proposal conference concerning questions from potential offerors will be held about sixty (60) days after the release of this solicitation. Written questions to be answered in conjunction with second pre-proposal conference are due fifty-five (55) days after release of RFP and must be submitted in writing, via email, to the procurement officer.

The purpose of both conferences is to discuss this RFP, the Statement of Qualifications that are requested and work that will be performed by the selected teams. Offerors may ask questions concerning the RFP. Questions and answers will be transcribed and POSTED ON THE ON-LINE PUBLIC NOTICE SYSTEM AS AN AMENDMENT AND/OR sent to prospective offerors as soon as possible after the meeting.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

4.02 Team Connection Spreadsheet Site

An information collection website, known as SurveyMonkey, is the mechanism to input potential team member information that is then compiled and shared via the Team Connection Spreadsheet. The SurveyMonkey may be found at the following link:

<https://www.surveymonkey.com/s/teamconnectionsite>

Parties interested in forming teams may view potential team member's contact and biography information on the Team Connection Spreadsheet. The Team Connection Spreadsheet may be accessed at:

<http://aws.state.ak.us/OnlinePublicNotices/Notices/View.aspx?id=169346>

<http://aws.state.ak.us/OnlinePublicNotices/Notices/View.aspx?id=169346>

scroll to bottom of page and under attachments select Team Connection Spreadsheet.

Users of the Team Connection Spreadsheet site please be advised of the following conditions:

- This site is offered as a courtesy only and the State does not accept responsibility for the accuracy of the site nor endorse anyone who posts information on the site.
- The contact and biography information that you post will be shared in a spreadsheet, available to the public.
- The State will not be held responsible for inaccurate information posted, failure or delay to distribute your information, and will not validate submittals, such as experience and qualifications on the site.
- The submission of information on the team connection spreadsheet site will not serve as a response to the RFP.

Section Five

Proposal Format, Minimum Qualifications, Proposal Content and Evaluation

5.01 Introduction

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 or joint venture member empowered to bind the company or joint venture. 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. Electronic technical proposals files on the CD should not exceed 650 MB and via email should not exceed 20 MB.

Note: The response to this solicitation should contain information about the structure and composition of the team. We are NOT seeking proposals for water and sewer technology at this stage. Please focus efforts on providing the following information:

5.02 Proposal Format

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

All proposals must be on unbound 8 ½ x 11" papers and printed on both sides.

All proposals, with the exception of "Team Member Qualifications and References," shall be formatted as follows:

All pages (***including the reference section***) shall have one-inch margins at the top, bottom, and sides.

All text (***including tables, figure captions, citations, and references***) shall be single-spaced, and the font and size shall be **Times New Roman 11 point**.

- No page in the proposal and supporting material may be formatted to any size other than 8.5x11 inches.
- Tables shall be created within your Word document and in Times New Roman 11 point font.
- Figure captions shall be part of the Word document in Times New Roman 11 point font and not part of the figure "picture" embedded into your proposal.
- Color graphics are allowed, but may be reproduced in black and white, and should thus be sufficiently descriptive in black-and-white form. Note that submitted proposals will be

converted to PDFs, and this conversion may impact the quality of your graphics. Please ensure an appropriate resolution is used.

- Proposals **shall have continuous page numbers** from beginning to end to facilitate review.

The letter of transmittal must include the following:

- Complete name, mailing address of the firm, and telephone number of the contact person for the proposal;
- Alaska Business license number (as applicable);
- Statement confirming that the proposal remains open and valid one hundred and twenty (120) days from the closing date for receipt of proposals;
- Certification, as appropriate, that your firm qualifies as an Alaska Bidder vendor; and
- Statement with regard to any perceived or potential conflicts of interest

Include a title page showing the name of the Project, the RFP number, and date of the proposal. Proposals must contain a Table of Contents and all pages must be consecutively numbered.

A proposal submittal checklist is provided in the attachment section of this RFP.

The proposal must be received by the date and time specified in Section 1.02.

5.03 Minimum Qualifications/ Prior Experience

In order for offers to be considered responsive, offerors must meet these minimum prior experience requirements. Evidence must be provided in writing which demonstrates how prior experience requirements have been met within the past 15 years.

Offerors must include names and contact information for three references for each team member.

Offerors must consist of a team that includes at least one individual that meets the minimum qualifications in each of the four categories below. One person may fulfill one or more of these requirements:

1. One or more team members must have prior engineering design and construction experience in water and wastewater developments in remote and austere environments. Experience must include role as principal team member on at least one project which successfully developed solutions in water and wastewater development in remote and austere environments. Team member must have a degree in engineering at the undergraduate or graduate level. (P.E. registration is not required).

2. One or more team members must have participated as a principal team member on at least one project which successfully developed solutions in alternative and non-traditional sustainable approaches to addressing water and/or sewer needs at the household level (treatment, re-use or recycling, for example). Projects which included evaluation of health outcomes are preferred (e.g., through the use of surveillance data indicating a decrease in disease or self-reports of perceived improvements in health).
3. One or more team members must have participated as a principal team member on at least one project which successfully evaluated public acceptance and receptivity of the use of health-related technologies in the household setting.
4. One or more team members must have participated as a principal team member on at least one project which successfully used a certain type of technology development, which included soliciting and incorporating input from end users on new technologies and methods, sometimes referred to as “design thinking.” This human centered type of design addresses and incorporates the needs and practices of the people who use a product or service, and the infrastructure that enables it. This design process is iterative and builds upon feedback from the users.

Note:

“Principal team member” is defined as a person who has played a critical role in each of the following phases of a project: planning, implementation, and evaluation.

An offeror's failure to meet these minimum prior experience requirements will cause their submittal to be considered non-responsive and their submittal will be rejected and not scored.

5.04 Proposal Content

A. Understanding of the Project

Offerors must provide a narrative statement describing the team’s understanding of the project. A clearly written, brief but comprehensive, narrative not exceeding two consecutively numbered pages (one double sided page) is requested.

B. Team Member Qualifications and References

Offerors must provide a detailed description of the qualifications, expertise, and experience of each team member, including academic degrees, amount and type of related experience, description of involvement with related projects, and demonstrated experience in completing similar projects on time and within budget. Include names and contact information for three references for each team member. Team member qualifications and references may be provided in the form of individual resumes or similar documents. Individual resumes or similar documents should not exceed four (4) pages (two double sided pages) per team member.

C. Management Plan

Offerors must provide a narrative statement (Management Plan) describing the team structure explaining how the members of the team will manage and coordinate their work, including an organizational chart that identifies owners, contractors, and main point of contact. Provide an explanation of communication and decision making methods among members, especially any international members. Provide a timetable that meets the time schedule of RFP. A clearly written, brief but comprehensive, narrative not exceeding four (4) consecutively numbered pages (two double sided pages) is requested.

D. Innovation Plan

Offerors must provide a narrative statement (Innovation Plan) clearly explaining how the team will incorporate creativity, innovation, and end user needs, practices, and feedback into designing water and wastewater technology. This approach is sometimes referred to as “design thinking” and is a solution-based way of problem solving, based around the "building up" of ideas. There are no judgments early on in design thinking. This eliminates the fear of failure and encourages maximum input and participation in the idea and prototype phases. Outside the box thinking is encouraged in these earlier processes since this can often lead to creative solutions. See the project website for more information on design thinking. A clearly written, brief but comprehensive, narrative not exceeding four (4) consecutively numbered pages (two double sided pages) is requested.

E. Acceptance and Use Plan

Offerors must provide a narrative statement (Acceptance and Use Plan) clearly explaining how the team will evaluate and promote end user (home occupant) acceptance and use of the proposed water and wastewater technology. The plan must demonstrate how end user’s input, including field observations of their needs and practices will be incorporated into the technology. Possible evaluation methods include in-depth interviews with key informants or focus group discussions with community residents to determine acceptability of technologies and solicit input on their performance. If the offeror proposes technology that has been used in the past, with little success, then the offeror must explain in this plan why the technology they are proposing will be more successful. A clearly written, brief but comprehensive, narrative not exceeding four (4) consecutively numbered pages (two double sided pages) pages is requested.

5.05 Evaluation of Statement of Qualifications

Statements of Qualifications (SOQs) will be evaluated to determine whether the offeror responds to the provisions established in the request for proposals in order to eliminate and prevent discrimination in state contracting because of race, religion, color, national origin, sex,

age, marital status, pregnancy, parenthood, or disability. 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.

All SOQs will be reviewed by the procurement officer according to the minimum qualifications to determine if they are responsive.

Responsive SOQs will then be evaluated by a Steering Committee consisting of approximately twelve (12) members. The evaluation will be based solely on the Evaluation Criteria and Scoring section below.

After receipt of proposals, if there is a need for any substantial 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 a new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposal.

EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1000 (750 points for Step One and 250 points for Step Two)

All responsive statements of qualifications will be evaluated using the following criteria.

Step One: Written Statement of Qualifications, 750 Points

In Step One of the evaluation process, each responsive SOQ found to meet minimum qualifications will be evaluated according to the criteria set out below. SOQs will then be ranked according to the total average score received in Step One.

A. Understanding of the Project — 100 Points (overall score for this category)

Proposals will be evaluated against the questions set out below.

- [a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project, including pertinent issues and potential problems related to the project?
- [b] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- [c] Has the offeror demonstrated an understanding of the state's time schedule and can offeror meet it?
- [d] Is the narrative clearly written, brief but comprehensive?

B. Team Member Qualifications and References — 200 Points

Proposals will be evaluated against the questions set out below.

- [a] Do team members demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- [b] How extensive is the applicable education and experience of team members?
- [c] Do team member's references provide positive feedback?
- [d] How well have team members demonstrated experience in completing similar projects on time and within budget?

C. Management Plan for the Project — 100 Points

Proposals will be evaluated against the questions set out below.

- [a] Is the organization of the project team clear?
- [b] Do the communication and decision making methods among members appear logical and feasible, especially with international members (if applicable)?
- [c] Does the time table seem reasonable and within the schedule laid out in the RFP?
- [d] Is the plan clearly written, brief but comprehensive?

D. Innovation Plan—125 Points

Proposals will be evaluated against the questions set out below.

- [a] How well does the offeror demonstrate that they will successfully incorporate creativity, innovation, end user needs, practices, and feedback into water and wastewater technology designs?
- [b] How well does the offeror demonstrate their understanding of design thinking and ability to incorporate it into this project?
- [c] How well does the plan fulfill the desired outcomes?
- [d] Is the plan clearly written, brief but comprehensive?

E. Acceptance and Use Plan — 125 Points

Proposals will be evaluated against the questions set out below.

- [a] How well does the offeror demonstrate that they will successfully evaluate and promote end user (home occupant) acceptance and use of the proposed water and wastewater technology?

- [b] Does the offeror demonstrate that their plan will incorporate input from rural Alaska residents, including observations of their needs and practices?
- [c] Does the offeror demonstrate that they have a thorough understanding of the challenges associated with public acceptance and use, including historic obstacles to the technologies they intend to propose, and does their acceptance and use plan present a feasible way of addressing these challenges? Does their plan explain why their proposed technology may work if that same technology was used in the past and failed?
- [d] Does the offeror demonstrate how the team will work with rural residents to promote a new approach and ensure this approach will be used?
- [e] Is the plan clearly written, brief but comprehensive?

F. Alaska Offeror Preference — 100 Points

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 100 points. This amount will be added to the overall evaluation score of each Alaskan offeror.

Step Two: Interviews/Presentation, 250 Points

Interview – Part #1

Up to ten (10) of the responsive, highest scoring teams according to the scoring completed in Step One will be asked to provide an overview presentation of team’s response to this solicitation to DEC and the Steering Committee, either in person or by teleconference. This presentation should last no more than 20 minutes, and should be informational, and not marketing in nature.

Interview Part #2

The Steering Committee and DEC project staff may ask clarifying questions about the written SOQ. These clarifying questions should last approximately 20-30 minutes.

Interview Part #3

The Steering Committee will also ask specific questions intended to establish the knowledge base of the team. These questions will be the same for each team and will not be identified in advance to Step Two interviewees. The total time allowed for responses to these knowledge-base questions will be approximately 30 minutes.

Each interview and presentation will last up to a total of 70 minutes.

Presentation:

- [a] Is the presentation well organized, clear and concise?
- [b] Does the presentation explain the work plan and approach the team plans to take to accomplish the objectives of this project?

Clarifying Questions:

- [a] Does the team respond clearly, concisely and adequately to the steering committee's clarifying questions?

Knowledge-Based Questions (not identified in advance):

- [a] Does the team demonstrate a thorough understanding of the areas included in the knowledge-based questions?

Section Six

Proposal Requirements and Conditions

6.01 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten (10) days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten (10) days before the time set for opening.

6.02 Questions Received Prior to Due Date of Proposals

All questions must be in writing and directed to the issuing office, addressed 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.

6.03 Amendments

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.

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the procurement officer as having downloaded the RFP from the State of Alaska Online Public Notice web site.

6.04 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.

6.05 Right of Rejection

Offerors must comply with all of the terms of the RFP, the State of Alaska 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 counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

All minor informalities may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

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

6.06 State Not Responsible for Preparation Costs

Under the first phase of this project, the state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any Statement of Qualification in response to this RFP.

(Note: Under the second phase of the project, up to six (6) of the most qualified teams selected in the first phase will be funded to prepare proposals. Under subsequent phases of the project, the state intends to fund prototype development and testing, and field system development and testing. Funding for these subsequent phases (three and beyond) is dependent on future state appropriations.)

6.07 Disclosure of Proposal Contents

All material submitted in response to this RFP (Statements of Qualifications are requested at this time) becomes the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All information submitted in response to this RFP, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, submitted material will become public information.

Trade secrets and other proprietary data contained in submitted material may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

6.08 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.

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:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence that the subcontractor holds a valid Alaska business license; and
- (f) 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. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

If during the execution of the contract, the prime contractor finds it necessary to replace the original subcontractors or at any time subcontractors fail to perform the State will consider such subsequent assignments or replacements and reserves the right to approve or disapprove the changes. If the prime contractor is unable to perform all requirements of the contract, as set forth in this RFP, due to subcontractor (s) inability to perform or if the prime

contractor and subcontractor's relationship terminates, leaving the prime contractor unqualified and therefore unable to perform all tasks outlined in the Deliverables section of this RFP. This will be considered cause to terminate the contract with the prime contractor.

If a subcontractor is used to meet the minimum qualifications of one or more of the four required categories under the Minimum Qualifications/Prior Experience section of this RFP, the subcontractor must provide their qualifications and references as specified under the Proposal Content section of this RFP.

6.09 Joint Ventures

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

6.10 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;
- (g) that the offers will remain open and valid for at least 120 days; and
- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

6.11 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 Commissioner, or the Commissioner's designee, Department of

Environmental Conservation, 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 program to be developed by the offeror. The Commissioner or the Commissioner's designee's determination regarding any questions of conflict of interest shall be final.

6.12 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 120-days from the opening date.

6.13 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.

6.14 Right to Inspect Place of Business

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

6.15 Solicitation Advertising

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

6.16 News Releases

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

6.17 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.

6.18 Disputes

Any dispute arising under this Agreement which is not disposed of by mutual agreement shall be decided in accordance with AS 36.30.620-632. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for the State of Alaska.

6.19 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.

6.20 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: <http://www.state.gov/j/tip/rls/tiprpt/2012/192363.htm>

Failure to comply with this requirement will cause the state to reject the proposal as non-responsive, or cancel the contract.

6.21 Assistance to Offerors with a Disability

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

6.22 Supplemental Terms and Conditions

Proposals must comply with Section 6.04 **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:

- (a) 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
- (b) 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.

6.23 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 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 proposal evaluation committee may be adjusted as a result of a clarification under this section.

6.24 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 material deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation by the Project Steering Committee. 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 submissions from those offerors with whom discussions were held. Materials may be reevaluated after receipt of best and final submissions.

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

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 submission must be reduced to writing by the offeror.

6.25 Vendor Tax ID

A valid Vendor Tax ID must be submitted to the issuing office within five (5) days of the state's request.

6.26 Freight Costs

The state intends to pay the freight costs to ship prototypes and field testing equipment, developed through contracts issued in the later phases of this solicitation, to field testing locations. These freight costs, taxes or any duties should be prepaid by the offeror to the destination. The state will have final approval on specific details such as the type and amount of equipment and method of shipping.

6.27 Alaska Business License and Other Required Licenses

Prior to award of a contract, selected teams must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference, an offeror shall have 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, P. O. 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:

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

Prior to the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute. <http://commerce.alaska.gov/occ/>

Additional information concerning “How To Do Business With the State of Alaska may be found at the following site:

<http://doa.alaska.gov/dgs/pdf/htdbws.pdf>

The contractor will be responsible for obtaining and maintaining any other licenses or certificates required for work under this contract.

6.28 Contract Negotiation

2 AAC 12.315 CONTRACT NEGOTIATIONS After final evaluation, the procurement officer may negotiate with the offerors 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 offerors fail to provide necessary information for negotiations in a timely manner, or fail to negotiate in good faith, the state may terminate negotiations and negotiate with the offerors of the next highest-ranked proposals. If contract negotiations are commenced, they may be held in the Anchorage, DEC conference room on the 4th Floor of the Olympic Building, 555 Cordova Street, Anchorage, Alaska.

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

6.29 Failure to Negotiate

If the selected offerors

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

The state may terminate negotiations with the offerors initially selected and commence negotiations with the next highest ranked offerors.

6.30 Notice of Intent to Award (NIA) – Offeror Notification of Selection

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposals selected for award.

6.31 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:

- (a) the name, address, and telephone number of the protester;
- (b) the signature of the protester or the protester's representative;
- (c) identification of the contracting agency and the solicitation or contract at issue;

- (d) a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- (e) the form of relief requested.

Protests filed by are not acceptable because they do not contain a signature. Protests filed by Fax copies or PDF submittals 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."

6.32 Application of Preferences

Certain preferences apply to all contracts for professional services, 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 Department of Administration, Division of General Services' web site:

<http://doa.alaska.gov/dgs/policy.html>

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 Disability Preference - AS 36.30.321(d)

Alaska Veteran's Preference - AS 36.30.321(f)

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

6.33 Alaska Offeror Preference

AS 36.30.321 & 2 AAC 12.260

2 AAC 12.260(e) provides Alaska offerors a 10 percent overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990[25], are eligible for the preference. This preference will be added to the overall evaluation score of each Alaskan offeror. Each Alaskan offeror will receive 100 points of the total available points added to their evaluation score as a preference.

All entities that form a team, Joint Venture, or Partnership must meet the requirements of the Alaskan Bidders Preference to be eligible for the Alaska Offeror's Preference.

EXAMPLE

Alaska Offeror Preference

[STEP 1]

Determine the number of points available to Alaskan offerors under the preference.

Total number of points available - 1000 Points

$$\begin{array}{rcccl} \mathbf{1000} & & \mathbf{X} & \mathbf{10\%} & = & \mathbf{100} \\ \text{Total Points} & & \text{Alaskan Offerors} & & & \text{Number of Points} \\ \text{Available Percentage Preference Given to Alaskan Offerors Under the Preference} & & & & & \end{array}$$

[STEP 2]

Add the preference points to the Alaskan offers.

There are three offerors: Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 are eligible for the Alaska Offeror Preference. For the purpose of this example presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. Their scores at this point are:

Offeror #1 - 890 points

Offeror #2 - 800 points

Offeror #3 - 880 points

Offeror #2 and Offeror #3 each receive 100 additional points. The final scores for all of the offers are:

*Offeror #1 - **890 points***

*Offeror #2 - **900 points***

*Offeror #3 - **980 points***

Offeror #3 is awarded the highest score.

Section Seven

CONTRACT INFORMATION

7.01 Contract Types

Firm fixed price (first phase) and cost plus fixed fee (subsequent phases)

The state intends to offer contracts to up to six (6) teams in Phase 2 and up to three (3) teams in Phases 3-5. The Notice to Proceed (NTP) will be the contractual document in Phases 2 through 5.

This RFP is the first phase of the project, and in this phase the state is requesting the formation of multi-disciplinary teams. Teams formed in response to this RFP are requested to submit only a Statement of Qualifications (SOQ) at this time. All SOQs which are submitted in response to this RFP will be evaluated, and teams that meet minimum qualifications will be scored. Up to six of the highest scoring teams in the first phase will be selected to receive funding under the second phase of the project. Under the first phase of this project, the state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any Statement of Qualification in response to this RFP.

First group of contracts: Under the second phase of the project, up to six (6) of the highest ranked teams selected in the first phase will be funded by contract to prepare proposals for innovative and affordable water and sewer systems for homes in rural Alaska.

Second group of contracts: In the third phase, up to three (3) of the teams with proposals, developed during the second phase, that best meet performance target outcomes will be selected and funded by contract to develop prototypes and conduct laboratory testing of the systems.

Third group of contracts: In the fourth phase, teams with prototypes that best meet performance target outcomes will be selected and funded by contract for field system development and testing.

Fourth group of contracts: Teams with demonstrated success in the field testing phases will be funded by contract for further refinements and improvements.

The state anticipates using a firm fixed price type of contract for contracts issued in Phase 2 of the project. The state anticipates using a cost plus fixed fee type of contract for contracts issued in Phases 3-5 of the project.

The State can cancel contracts with offerors at any time due to the lack of or delay of funds.

7.02 Contract Approval

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Environmental Conservation, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

7.03 Standard Contract Provisions

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). 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. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

7.04 Proposal as a Part of the Contract

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

7.05 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.

7.06 Insurance Requirements

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

For Phase 2 (Proposal Development), offerors must review form **APPENDIX B2**, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in **APPENDIX B2** must be set out in the offeror's proposal.

The Certificate of Coverage for insurance must be provided only at the time of contract signing.

For Phase 3, 4, & 5 contracts, additional coverage is to include:

- Professional and General Liability coverage of \$5,000,000.00,
- Marine or transportation insurance sufficient to cover shipping of commodity per location for replacement costs.
- Product & Completed Operation Insurance coverage for the expected life of the product.

7.07 Contract Funding

Approval or continuation of a contract resulting from this is contingent upon legislative appropriation.

7.08 Proposed Payment Procedures

Under the first phase of this project, the state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any Statement of Qualification in response to this RFP.

Under the second phase of the project, up to six (6) of the most qualified teams selected in the first phase will be funded by contract to prepare proposals for innovative and affordable water and sewer systems for homes in rural Alaska. The state will pay the entire contract amount in one payment. Payment will be made after the completed proposal has been submitted and found to meet all minimum requirements.

Under the third and subsequent phases of the project, up to three (3) of teams with the best proposals developed in the second phase will be selected and funded by contract to develop prototypes and field systems. Payment schedules will be developed for each of these phases after teams are selected.

7.09 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Environmental Conservation or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract.

The state is not responsible for and will not pay local, state, federal or international taxes. All costs associated with the contract must be stated in U.S. currency.

If travel is to be reimbursed, the state will reimburse travel per the following criteria:

Travel Reimbursement

- Airfare is limited to coach fare.
- Lodging will be reimbursed at actual cost.
- Reimbursement for meals will not exceed \$60.00 per day.
- Rental vehicles are limited to standard size, make and model as opposed to premium options.

- Receipts must be provided with invoice for all travel expenses.
- Vehicle mileage reimbursement as of January 1, 2013 = \$0.565/mile. *Rates based upon State of Alaska, DOA, Finance website: http://doa.alaska.gov/dof/travel/resource/POV_Rate_Table.pdf*
- All travel costs must be shown as separate line items on the invoice.

Any travel must comply to the greatest possible extent with the following State of Alaska Travel policies:
<http://doa.alaska.gov/dof/manuals/aam/resource/60t.pdf>

7.10 Informal Debriefing

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

7.11 Contract Personnel

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

7.12 Inspection & Modification - Reimbursement for Unacceptable Deliverables

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

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

7.13 Termination for Default

If the project director determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached.

7.14 Contract Changes - Amendments Anticipated/Unanticipated

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

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

7.15 Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

Section Eight ATTACHMENTS

Attachments

1. Standard Agreement Form
Appendix A

2. Appendix B2 – Required for Phase 2

Required for Phases 3-5

- Professional and General Liability coverage of \$5,000,000.00,
- Marine or transportation insurance sufficient to cover shipping of commodity per location for replacement costs.
- Product & Completed Operation Insurance coverage for the expected life of the product.

3. Notice of Intent to Award

4. Valid Alaska Business License Proof

5. Checklist for Phase 1 – Statements of Qualifications

Attachment #1

STANDARD AGREEMENT FORM
Professional Services

1. Agency Contract Number	2. DOA Tracking Number	3. DUNS number (ARRA only)	4. Agency Assigned Encumbrance Number
5. Financial Coding	6. Vendor Number	7. Alaska Business License Number	
This agreement is between the State of Alaska,			
8. Department of Environmental Conservation		Division of here after the State, and	
9. Contractor		here after the Contractor	
Mailing Address	Street or P.O. Box	City	State Zip + 4 Telephone ()
10.			
ARTICLE	1.	Appendices: Appendices referred to in this contract and attached to it are considered part of it.	
ARTICLE	2.	Performance of Service	
	2.1	Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract, AND, Supplemental Terms & Conditions for Contracts & Grants Using ARRA Funds (applies only to ARRA funded contracts)	
	2.2	Appendix B 1 sets forth the liability and insurance provisions of this contract.	
	2.3	Appendix C sets forth the services to be performed by the contractor.	
	2.4	Appendix D sets forth the Compensation plan for this contract.	
ARTICLE	3.	Period of Performance: The period of performance for this contract begins _____ and ends _____ Anticipated Renewal Options exercised solely by the state. See Appendix D.	
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 _____	
	4.2	When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:	
11. Department of Environmental Conservation		Division of	
Mailing Address		Attention:	
12. CONTRACTOR			
Name of Firm			
Signature of Authorized Representative		Date	
Typed or Printed Name of Authorized Representative			
Title		Employer ID No. (EIN) or SSN	
14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the variety, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.36.815 - 820. Other disciplinary action			
13. CONTRACTING AGENCY		15. Signature of Head of Contracting Agency or designee: Date	
Department/Division		Date	
Signature of Project Director / Contract Manager		Typed or Printed Name of Authorizing Official	
Typed or Printed Name of Project Director / Contract Manager		Tom Cherian	
Title		Title	
		Director, Division of Administrative Services	

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

Rev: 2-12

**APPENDIX A
GENERAL PROVISIONS**

Article 1. Definitions.

1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.

1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.

2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

3.1 Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with AS 36.30.620-632.

Article 4. Equal Employment Opportunity.

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

4.2.1 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.

4.3 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in a contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.

4.4.1 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this

contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.

4.4.2 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

4.5 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. 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.

Article 6. No Assignment or Delegation.

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

Article 7. No Additional Work or Material.

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

Article 8. Independent Contractor.

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

Article 9. Payment of Taxes.

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

Article 10. Ownership of Documents and Other Intellectual Property

The parties agree that intellectual property developed pursuant to the phases contemplated by this RFP shall remain the property of the teams. Notwithstanding the foregoing or any other section of the RFP to the contrary, the parties agree that, prior to funding any phase of this project, the State may require that a team enter into a licensing or other agreement with the State, with appropriate terms, allowing the State to use or purchase systems developed pursuant to this RFP.

Article 11. Governing Law.

This contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law the General Provisions of this contract supersede any provisions in other appendices. The contractor specifically acknowledges and agrees that provisions in any form contracts it appends hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska that are not conditioned on legislative appropriation, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

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

Attachment #2
APPENDIX B²
INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a notice of cancellation, nonrenewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

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

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

**** Per Risk Management:**

**** The Contractor must have the Professional and General Liability coverage of \$5,000,000.00.**

**** The Contractor must have adequate Product & Completed Operation Insurance coverage. The Contractor must have adequate Insurance coverage for shipping of commodity per location for replacement costs.**

Attachment #3

NOTICE OF INTENT TO AWARD

1. Name of Program, Project or Service (Use RFP Title)	2. Date Issued
3. Authority Number (s)	4. Name of Procurement Officer
<p>This is a notice of the State's intent to award a contract. The offeror, identified here as the apparent successful offeror, is instructed not to proceed until a signed contract or other written notice of award is received from the State. A firm or person who proceeds prior to receiving a signed contract or other written notice of award does so at their own risk. AS 36.30.365.</p> <p>An offeror who wishes to protest this Notice of Intent must file a protest within ten (10) calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day.</p> <p>The protest shall be filed with the procurement officer in writing and include the following information:</p> <ul style="list-style-type: none"> (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested (AS 36.30.560 and AS 36.30.585). 	
5. Name and Address of Apparent Successful Offeror	
6. Names and Addresses of All Other Respondents (in alphabetical order)	

Attachment #4

**TERM AGREEMENT
NOTICE TO PROCEED & INVOICE SUMMARY**

CONTRACTOR:		PVN NO:	
PROJECT TITLE:		NTP NO:	
		CONTRACT NO:	
		ENCUMBRANCE NO:	

TASKS TO BE PERFORMED:	
-------------------------------	--

NOTICE TO PROCEED

IN ACCORDANCE WITH OUR TERM AGREEMENT, CONTRACTOR PROVIDES SERVICES FOR THE ABOVE PROJECT AS DESCRIBED BY THE ATTACHMENTS AND ENSURES THERE IS NO CONFLICT OF INTEREST IN PERFORMING THE WORK AS DESCRIBED IN THIS NTP.

DATED: _____ Between: Contractor Name _____ and State of Alaska Department of Environmental Conservation
 Address _____ Division Name _____
 City, State zip _____ Address _____
 City, State zip _____

CONSISTING OF XX PAGE(S). COMPENSATION FOR THESE SERVICES SHALL NOT EXCEED THE AUTHORIZED AMOUNT(S) ENTERED IN THE INVOICE SUMMARY SECTION BELOW. CONTRACTOR WILL NOTIFY THE DEC PROJECT DIRECTOR AND/OR CONTRACT MANAGER, IN WRITING AND WITH JUSTIFICATION, TO REQUEST A COST INCREASE THAT WILL EXCEED THE DOLLAR AMOUNT OR A TIME EXTENSION BEYOND THE END DATE LISTED ON THIS NTP. NO WORK SHALL CONTINUE ON THE PROJECT UNTIL A NTP AMENDMENT IS APPROVED AND SIGNED BY ALL PARTIES. CHARGES BILLED FOR WORK PERFORMED OUTSIDE THE NTP BEGIN AND END DATES OR EXCEEDING THE AMOUNT OF THIS NTP WILL BE HELD IN DISPUTE BY THE DEPARTMENT AND SETTLED UNDER AS 36.30.620, CONTRACT CLAIMS.

ORIG. NTP ISSUE DATE _____ ORIG. AMOUNT: _____ ADEC PJ DIRECTOR / CO MANAGER ()
 ADDRESS: _____ PHONE # _____

NTP END DATE: _____

DEC ISSUING OFFICER	NTP ACCEPTED (CONTRACTOR)
SIGNATURE _____ DATE _____	SIGNATURE _____ DATE _____
PRINTED NAME _____	PRINTED NAME _____
TITLE _____	TITLE _____

INVOICE SUMMARY

CONTRACTOR'S INVOICE NUMBER: _____ THIS IS A PROCESS BILLING

BILLING DATES COVERED _____ TO _____ FINAL BILLING

	AUTHORIZED AMOUNT	PRIOR INVOICES	THIS INVOICE	TOTALS TO DATE	BALANCE REMAINING
S & I*	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
EXPENSES	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
FIXED FEE	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -

PAYMENT REQUEST (CONTRACTOR)	PAYMENT APPROVED (AUTHORIZED OFFICER)
SIGNATURE _____ DATE _____	SIGNATURE _____ DATE _____
PRINTED NAME _____	PRINTED NAME _____

PAYMENT RECOMMENDED (PROJECT DIRECTOR)	For DEC Project Director use only. Add NTP Amount, CC coding, Program Code, and Ledger Code (if appl)
SIGNATURE _____ DATE _____	NTP Amount \$: _____ CC: _____
PRINTED NAME _____	PGM: _____ LC: _____
	Will this request use ARRA Funds? NO L YES L
	ARRA amount: \$ _____ CC Code(s): _____

*S&I = SALARIES AND INDIRECT COSTS

Attachment #5

VALID ALASKA BUSINESS LICENSE PROOF (as applicable)

In order to establish bidder/proposer responsibility and award of a contract, the respondent must submit evidence of a valid Alaska Business License for the prime contractor, all subcontractors and if a joint venture, all parties to the joint venture.

Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- (1) Copy of the Alaska Business License.
- (2) Certification below that the bidder/proposer has a valid Alaska Business License.
- (3) A canceled check for the Alaska Business License fee.
- (4) A copy of the Alaska Business License application with a receipt stamp from the State's business license office.
- (5) A sworn notarized affidavit that the bidder/proposer has applied and paid for the Alaska Business License.
- (6) Other form of evidence acceptable to the Department of Law.

Does your business possess a valid Alaska Business License?

Yes No

Name of Company as shown on Alaska Business License

Authorized Signature

Date

Printed Name of Authorized Person

Business Tax ID Number

Printed Name of Person Submitting Bid

Telephone Number

(or) attach one of the acceptable Alaska business License Number forms of evidence

Attachment #6

RFP Submittal Checklist

This checklist (not all inclusive) is an integral part of this RFP and the related proposal. The checklist **MUST** be included with the proposal. Signature on the checklist indicates that you have read the requirements stipulated by this RFP, and that the required information is submitted with your proposal.

**Title: Alaska Water and Sewer Challenge
RFP 2013-1800-1654**

Proposal Due Date: November 15, 2013; 1:30 p.m. [Alaska Time]

Pre-Proposal Activities:

- Register with Procurement Officer
- Request Disability Assistance (if needed) at least 10 days prior to proposal deadline
- Submit Written Questions to Procurement Officer (no later than #1 – September 9, 2013 & #2 – October 9, 2013)

Proposal Transmittal <<< Phase 1- Statement of Qualifications >>>

- *Submit Six (6) original hard copies and one (1) CD in sealed envelope or
- PDF One (1) proposal electronically to include a subject line, "RFP 2013-1800-1654 and emailed to the Procurement Officer: Sonja.love-hestnes@alaska.gov

Submittal Letter

<p>Title Page, complete with name, mailing address of the firm and telephone number of the contact person.</p>	<p>Statement that Proposal is Valid for one hundred –twenty days (120) Days from Proposal Opening Date</p>
<p>Disclosure of Proposal Contents</p>	<p>Authorized signature</p>
<p>Subcontractor Information</p>	<p>Vendor Tax ID proof OR Vendor Tax ID number (as applicable)</p>
<p>Joint Ventures</p>	<p>Valid Bus Lic Proof / submit current copy of AK business license or proof of submission (as applicable)</p>
<p>Offeror's Certification</p>	<p>Review & Agree to General Contract Provisions – Appendix A</p>
<p>Applicable Preference Certifications</p>	<p>Review Insurance Requirements</p>
<p>Conflict of Interest Disclosure</p>	<p>Personnel List</p>
<p>Minimum Qualifications</p>	<p>Statement of Qualifications</p>

Proposal [Transmittal Phase 2 – 5]

- Title Page
- Table of Contents
- Technical Proposal