

STATE OF ALASKA REQUEST FOR PROPOSALS (RFP)



PREVENTION, PREPAREDNESS, AND RESPONSE (PPR) PLANNING & TECHNICAL SUPPORT

RFP 18-825-26

Issued April 13, 2026

The State of Alaska, Department of Environmental Conservation (DEC), Division of Spill Prevention and Response's (SPAR) Prevention, Preparedness, and Response (PPR) Program is soliciting proposals for technical support in response and planning for oil and hazardous substance spills, and for preventing oil and hazardous substance releases.

ISSUED BY:

Department of Environmental Conservation
Division of Spill Prevention and Response

PRIMARY CONTACT:

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM

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

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The State of Alaska, Department of Environmental Conservation (DEC), Division of Spill Prevention and Response's (SPAR) Prevention, Preparedness, and Response (PPR) Program is soliciting proposals for technical support in response and planning for oil and hazardous substance spills, and for preventing oil and hazardous substance releases.

Hazardous substances may include:

- crude oil,
- products refined from crude oil,
- hazardous substances and materials,
- unknown and uncharacterized substances,
- contaminated debris,
- contaminated soil, and
- related waste materials.

If called upon to fulfill contract requirements, technical support may encompass activities outlined in **SEC. 3.01 SCOPE OF WORK**, such as incident command system tasks, government contingency planning, providing training and exercise activities, scientific data collection and evaluation, and various tasks that warrant organizing working groups and information. The contract may be employed in, but is not limited to, an emergency response scenario.

Deadline for receipt of proposals: No later than 1:00 p.m. prevailing Alaska Daylight Time (AKDT) on Monday, May 4, 2026, as indicated by email time stamp. Late proposals will not be considered.

The length of the contract: From the date of award, July 1, 2026, for one (1) year until completion on June 30, 2027, with four (4) one-year renewal options to be executed at the State's discretion.

DEC's objective is to retain one (1) or more contractors capable of delivering the necessary services in a comprehensive and timely manner while facilitating the expedited award process for tasks of comparable scope and nature.

This is a multi-phase solicitation.

The primary contract resulting from this RFP will be one (1) or more term contracts that set forth the governing terms and conditions. The secondary contract resulting from a Task Request for Proposals (TRFP) will award task-specific work, deliverables, and compensation through the issuance of a Notice to Proceed (NTP). For the purposes of this RFP, "contract" collectively refers to both term contracts and subsequent NTPs if awarded.

An NTP may be granted to the responsive and responsible party that fulfills all specified requirements and meets DEC's needs for the task-specific work, including methodology, schedule, and cost.

SEC. 1.02 BUDGET

This Request for Proposals (RFP) is the first step in a multi-phase award process. Therefore, the initial term contract resulting from this solicitation is a no-cost award.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 1:00 p.m. prevailing Alaska Daylight Time (AKDT) on Monday, May 4, 2026, as indicated by email timestamp, and late proposals will not be considered.

SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive, offerors must meet these requirements:

- **MINIMUM REQUIREMENT 1:** For the purposes of this RFP, the offeror shall have a minimum of five (5) years of experience responding to spills and releases in Alaska.
- **MINIMUM REQUIREMENT 2:** For the purposes of this RFP, the offeror shall have a minimum of five (5) years of experience responding to natural disasters in Alaska.

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

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation and subsequent Task Request for Proposals (TRFP) for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material of this solicitation should be made in writing and received by the procurement officer at least ten (10) days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and the exposure of an offeror's proposals upon which an award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

Two (2) 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.

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SEC. 1.07 RETURN INSTRUCTIONS

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

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

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

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

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

SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this and subsequent requests resulting from 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 for receipt of proposals.

One such resource is the Alaska Relay Service, a free service that provides full telephone accessibility to people who are deaf, hard-of-hearing, or speech-disabled persons who can hear. This service allows text-telephone (TTY) or assistive equipment users to communicate with standard (voice) telephone users through specially trained Communication Assistants. Callers should provide the Alaska Relay Service with the specific phone number they wish to call.

More information can be found at the following hyperlink: <https://alaskarelay.com/>.

SEC. 1.09 AMENDMENTS TO PROPOSALS

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

SEC. 1.10 ADDENDA TO THE RFP

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

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

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

SEC. 1.11 RFP SCHEDULE

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

| ACTIVITY | TIME | DATE |
|---|-------------|--|
| Issue Date / RFP Released | | Monday, April 13, 2026 |
| Deadline for Receipt of Proposals / Proposal Due Date | 1:00 p.m. | Monday, May 4, 2026 |
| Proposal Evaluations Complete | | Approximately the week of May 11, 2026 |
| Notice of Intent to Award (NOIA) | | Approximately the week of May 11, 2026 |
| Contract Issued | | Approximately the week of May 25, 2026 |

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.

SEC. 1.12 PRE-PROPOSAL TELECONFERENCE

This section is not applicable as a pre-proposal conference/teleconference will not be held.

SEC. 1.13 ALTERNATE PROPOSALS

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

SEC. 1.14 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

DEC serves as the State agency tasked with the prevention and mitigation of water, land, and air pollution. Additionally, it administers the Oil and Hazardous Substance Release Prevention and Response Fund (OHSRPRF). Given that DEC might face limitations in resources to effectively perform these tasks in specific circumstances, it is imperative to cultivate external resources from both governmental and private entities. In 1993, DEC initially solicited proposals from term contractors for technical support and planning associated with emergency response efforts concerning spills of crude oil and refined products. Term contracts enable DEC to quickly access contractors with specialized skills in oil spill response during a release or threatened release, allowing a faster response in emergencies or urgent situations.

The OHSRPRF allocates financial resources to reimburse the State for expenses incurred to safeguard public health and the environment, specifically in response to releases or suspected releases of oil and hazardous substances. DEC is mandated to recover all costs incurred from the liable party or parties. DEC may utilize these funds to assess, contain, remediate, monitor, investigate, evaluate, or dispose of such releases or threats thereof, which present a significant and imminent risk to public health or environmental integrity.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Prevention, Preparedness, and Response (PPR) Program is soliciting proposals from qualified offerors to provide professional services, including technical assistance and planning for response and emergency response activities related to oil spills and hazardous substance releases in Alaska. Substances may include crude oil, products refined from crude oil, hazardous substances and materials, unknown and uncharacterized substances, contaminated debris, contaminated soil, and related waste materials.

The term contractor shall manage and perform all aspects of awarded projects to provide these services here and within project solicitations for the entire duration of the contract resulting from this RFP, including optional renewals. Any conflicting technical requirements will be resolved only in negotiation with the Procurement Officer.

The subsections within the “Statement of Work” include descriptions of typical project services and tasks to be performed or provided. These descriptions are not all-inclusive of every step or task required to respond to an environmental hazard or emergency. This approach is necessary given the difficulty of capturing the nature of such events at any given point in time in any geographical area within Alaska. As such, the frequency of deployment of required services during the contract term is unpredictable.

Each project solicitation will include a statement of work detailing the services required for the particular project. In the offeror’s proposal, a description of experience and capability to perform each element of the scope of work shall be included in accordance with the requirements herein. Qualifications required to demonstrate abilities to perform services in the following eleven fields are described in **SEC. 1.04 PRIOR EXPERIENCE**.

DEC retains the right to issue a Notice to Proceed (NTP) to term contractors to test their readiness to respond, and may include tabletop and deployment drill exercises, equipment and technology tests, training, and demonstration projects. This type of work compels incumbent contractors to be mission-ready and able to deploy response activities effectively in a short period of time in emergencies.

SEC 3.01.01 TASK I – INCIDENT COMMAND SYSTEM

The State of Alaska uses the Incident Command System (ICS) for emergency response to oil, hazardous substances, and products refined from crude oil. Contractors may be required to staff specific ICS positions, provide Incident Management Team (IMT) ICS specialists, and perform any functions or activities inherent to ICS operations. A term contractor’s management system will be structured to function effectively within the ICS. Term contractors performing ICS duties must have ICS training.

The Alaska Incident Management System (AIMS) Guide for Oil and Hazardous Substance Response is the primary document DEC uses to manage incidents in accordance with ICS principles. This document and other related materials can be accessed on the DEC’s public website at www.dec.alaska.gov.

ICS tasks to be performed include, without limitation:

- Perform safety officer duties,
- Provide general responsible party oversight,
- Augment the State’s IMT, and/or
- Perform community relations tasks.

Offerors shall describe in their proposal their experience with and deployment of ICS activities, including a description of actual ICS involvement, participation, or enactment of exercises. An offeror should delineate company policies, ICS roles, staff training and qualifications, experience in drafting and implementing Continuity of Operations (COOP) plans, and familiarity with the National Incident Management System (NIMS) protocols. Additionally, an offeror should outline their methodology for collaborating with the DEC and other entities across both private and public sectors to effectively manage incidents involving environmental hazards and threats of various scales, types, and locations within Alaska.

SEC. 3.01.02 TASK II – SPILL PREPAREDNESS, PLANNING & SUPPORT

Term contractors shall be responsible for planning, coordinating, scheduling, and evaluating oil and hazardous substance spill exercises to assess DEC's and its response preparedness.

Spill preparedness, planning, and support tasks to be performed include, without limitation:

- Produce response incident action plans, area contingency plans, and other response planning documents;
- Produce reports, studies, plans, recommendations, or assessments as part of a scope of work issued in a project solicitation;
- Provide computer hardware and software support;
- Facilitate meetings as directed by the project scope of work;
- Update project and other websites in support of spill planning and response procedures and activities; and
- Design and execute focused or full-scale exercises for DEC training and response readiness.

Offerors are required to delineate in their proposals the methods by which this subsection will be executed, including a comprehensive description of experience related to spill preparedness, planning, and support services.

SEC 3.01.03 TASK III – RISK ASSESSMENT

Term contractors will be required to perform risk assessments. Risk assessment tasks to be performed include, without limitation:

- Conduct or support risk assessments for oil and hazardous substance fixed facilities or transport-related facilities – these assessments shall provide DEC with mission-critical information;
- Conduct human health and ecological risk assessments following threatened or actual oil and hazardous substance releases to the environment;
- Follow federal and state risk assessment guidelines and requirements, including the DEC’s “Risk Assessment Procedures Manual”;
- Develop a conceptual site model, submit a risk assessment work plan, and assess risk to current and future receptors at or near the project site; and

- Tabulate information on resources at risk, including human health, subsistence, recreation, and commercial uses.

Offerors shall delineate in their proposal how this subsection will be fulfilled, including a description of their experience with various types of risk assessments and familiarity with risk assessment guidelines and practices. The proposal should also include experience in developing models, drafting work plans, collecting and analyzing risk assessment data, and presenting information to facilitate sound decision-making by stakeholders.

SEC 3.01.04 TASK IV – TRAINING & EXERCISES

Term contractors will be required to conduct training and drill exercises. Training and exercises to be performed include, without limitation:

- Provide response, prevention, and safety training as directed by DEC, which may include, but not be limited to, operation or evaluation of response equipment, chemical-specific training (i.e., ammonia/chlorine), event-specific training (i.e., hazmat), inspection training (i.e., modified API training courses), and safety training (i.e., Hazwoper, confined space, monitoring equipment).
- Conduct or participate in exercises as directed by DEC. Exercises may focus on one or more phases of a spill response, including the emergency, containment, cleanup, and recovery phases. Exercises may range from notification drills and tabletop exercises to full-scale exercises involving activation of the Incident Management Team and field deployments.

Offerors are requested to describe in their proposal the methodology by which this subsection will be executed. Please include a comprehensive account of experience in planning, deploying, and participating in various emergency and spill response training and drill exercises. Specify the scale of these drills, the entities involved, their locations, and the types of exercises conducted. Additionally, provide details regarding proficiency and experience in response and safety training, ensuring that each item referenced within the preceding bullet points is addressed thoroughly.

SEC. 3.01.05 TASK V – GEOGRAPHIC RESPONSE STRATEGY DEVELOPMENT

Term contractors will be required to support the development of geographic response strategies. Geographic Response Strategy (GRS) development to be performed includes, without limitation:

- Convene and facilitate work groups tasked with developing GRS documents to protect priority sensitive areas of the State from an oil or hazardous substance spill;
- Update existing GRS documents and information based on feedback from actual field deployments and on-site observations; and
- Prepare files and maintain and update websites as necessary to reflect the latest changes to existing GRS documents and information.

Offerors shall describe in their proposal how this subsection will be accomplished. Include a description of experience working with GRS documents and content, and convening and facilitating work groups.

SEC. 3.01.06 TASK VI – SCIENTIFIC SUPPORT FOR SPILLS

Term contractors will be required to provide scientific support and services related to actual and potential spills and substance releases, including, without limitation, data analysis, sampling, and the development of fate-and-effect information.

Scientific support services to be performed include, without limitation:

DATA ANALYSIS

- Analyze oil and hazardous substance mass balance calculations; calculate volume of tanks, containers, and compartments; and determine the amount spilled and/or recovered; and
- Analyze data for samples collected for various sampling tasks and produce draft and final reports as directed by DEC.

SAMPLING

- Design and conduct sampling for scientific purposes for oil and hazardous substance characterization, fingerprinting, fate and effects, and evaluate impacts to air, water, soil, sediment, wetlands, subsistence/human use resources, and vegetation resources;
- Create sampling plans that include quality assurance/quality control sections to ensure sampling is legally defensible to support the State's legal actions; and
- Ensure the State's resources at risk are properly identified, evaluated, and prioritized.

FATE & EFFECTS

- Track and document actual and potential oil spills and hazardous substance releases in Alaska on land, water, and in the air;
- Perform computer spill and impact modeling, Geographic Information System (GIS) mapping, and data management;
- Conduct aerial mapping and photography of the spill source, impacted area, resources, and response equipment; and
- Perform shoreline cleanup assessment technique (SCAT) duties and document impacts to State resources.

Offerors are required to articulate in their proposals the manner in which this subsection will be executed – this should encompass a description of relevant experience and expertise in delivering and performing scientific support services, which include data analysis, sampling, reporting, as well as fate and effect activities.

SEC 3.01.07 TASK VII – NATURAL RESOURCE DAMAGE ASSESSMENT

Term contractors will be required to conduct assessments of natural resource damage occurring from actual or potential spills and substance releases. Assessments of natural resource damage to be performed include, without limitation:

- Determination of the nature, degree, and extent of injuries to the State's natural resources, cultural or human use areas, and economic services impacted by an oil spill or hazardous substance release;
- Perform fisheries, aquatic sciences, and wildlife studies;
- Perform hydrological, geological, and ecological investigations;
- Perform biological assessments;

- Conduct fisheries and subsistence sampling; and
- Conduct air monitoring, sample collection, and field screening of samples.

Offerors shall describe in their proposals the manner in which this subsection will be executed, including a detailed account of their experience and expertise in conducting natural resource damage assessments, scientific research, and investigations. Additionally, an offeror must describe the sampling methodologies and investigative techniques employed.

SEC. 3.01.08 TASK VIII – TECHNICAL ASSISTANCE

Term contractors will be required to provide technical assistance to the State. Technical assistance will be provided during actual spill response events and at other times as specified by DEC. Technical assistance will include, without limitation, conducting research, data and information analysis, providing recommendations and consultation, and support activities in any of the following areas:

- Work group and meeting facilitation;
- Developing and publishing white papers;
- Performing statistical analysis;
- Performing tank gauging and volume estimation;
- Conducting and providing team support for investigations; and
- Providing Special Monitoring of Applied Response Technology (SMART) protocol support.

Offerors should explain in their proposal how they will accomplish this subsection, including details about their experience and skills in providing and performing technical assistance and related support activities. Please list other entities from the private and public sectors that have received technical assistance from the Offeror, including details about the nature and duration of these services.

SEC. 3.01.09 TASK IX – DOCUMENT & WEB PUBLICATION

Term contractors will be required to develop various types of documents in the performance of the services and tasks noted within this RFP. Contractors will also be required to develop and maintain websites to provide DEC with project information.

Document and web publication activities to be performed include, without limitation:

- Develop documents for awarded projects as directed by DEC’s contract manager and the scope of work; and
- Develop, update, and maintain websites, either as part of or in addition to DEC’s public website, to be used for Project information, management, and ongoing spill preparedness enhancements.

SEC. 3.01.10 TASK X – POTENTIAL PLACES OF REFUGE DEVELOPMENT

Term contractors will be required to identify potential places of refuge within Alaska. Potential places of refuge development activities to be performed include, without limitation:

- Convene and facilitate work groups tasked with developing potential places of refuge locations throughout the State where vessels in distress may seek shelter for repairs, and/or to reduce the risk of an oil spill;
- Prepare a report identifying the location of the potential places of refuge, and what types of repair and servicing facilities and services are accessible; and
- Prepare files and maintain and update websites as necessary to reflect the latest changes to existing documents and information.

SEC. 3.01.11 TASK XI – EMERGENCY TOWING SYSTEM SUPPORT

SPAR operates nine (9) Emergency Towing Systems (ETS) across Anchorage, Nome, Sitka, Ketchikan, Cold Bay, Adak, Kodiak, and two (2) in Unalaska. These systems are used to rescue vessels in distress and tow them to safety, minimizing the risk of a major spill. While term contractors are not obligated to operate or supply additional ETS, they must collaborate and contribute to the development of the ETS operational concept in Alaska. Development of the ETS concept activities to be performed include, without limitation:

- Convene and facilitate work groups tasked with further developing the ETS concept of operation for the State; and
- Prepare files and maintain and update websites as necessary to reflect the latest changes to the State’s ETS system and procedures manual.

SEC. 3.02 CONTRACT TERM & WORK SCHEDULE

The length of the contract will be from the date of award, July 1, 2026, for approximately one (1) year until completion on June 30, 2027, with four (4) one-year renewal options to be executed at the State’s discretion.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree that

1. any extension of the contract, excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect; and
2. the procurement officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 3.03 DELIVERABLES

The term contractor(s) awarded a Notice to Proceed (NTP) resulting from this RFP and subsequent Task Request for Proposals (TRFP) shall complete and provide the task-specific deliverables. Deliverables, including questions regarding the technical aspects of the task and reports, shall be submitted to the DEC project manager.

Deliverables and the resulting contract will be defined within each subsequent TRFP solicitation. Project needs will dictate the number and types of deliverables, including numerous copies in various formats, bound or unbound hard copies, and electronic documents transmitted via e-mail or provided on physical USB peripheral device(s).

The contractor may be required to provide the following deliverables:

- a project work plan and schedule approved by the DEC project manager;
- a Site Safety Plan complying with OSHA regulations 29 CFR part 1910, in addition to other applicable State and federal regulations;
- draft documentation;
- final project reports; and/or
- global positioning system (GPS) coordinates and associated metadata collected during the project.

In addition to the above, DEC may require the submission of original field books, chain of custody records, photographs, videotapes, magnetic data records, supplementary items or documentation, samples, and other items of recovered physical evidence.

SEC. 3.04 CONTRACT TYPE

The contract(s) resulting from this solicitation will be based on the needs of the Program and will be determined by DEC's project manager.

All contracts originating from a Task Request for Proposals (TRFP) solicitation will be either a Firm-Fixed-Price (FFP), Cost-Plus-Fixed-Fee (CPFF), or Cost-Plus-Incentive-Fee (CPIF) contract.

FIRM-FIXED-PRICE (FFP) CONTRACTS

The most common and easiest contract type to administer is a Firm-Fixed-Price (FFP) contract. This contracting methodology obligates the contractor to perform all tasks at a specified price.

COST-PLUS-FIXED-FEE (CPFF) CONTRACTS

Under these contracts, contractors are paid for all allowable costs plus a predetermined fixed fee. These contracts have been found to be beneficial for research and development work.

COST-PLUS-INCENTIVE-FEE (CPIF) CONTRACTS

This type of contract establishes a tentative fee based on estimated costs and a target price. If actual costs fall below estimated costs, the contractor and contracting entity theoretically share in the savings.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

This section will apply to the Task Request for Proposals (TRFP) resulting from this solicitation.

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

SEC. 3.06 PROMPT PAYMENT FOR STATE PURCHASES

This section is not applicable as the state will not be pursuant of a prompt payment discount.

SEC. 3.07 CONTRACT PAYMENT

This section will apply to the Task Request for Proposals (TRFP) resulting from this solicitation.

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, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

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

Any single contract payment of \$1,000,000 or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

SEC. 3.08 CONTRACT PRICE ADJUSTMENTS

This section will apply to the Task Request for Proposals (TRFP) resulting from this solicitation.

This Request for Proposals (RFP) is the first step in a multi-phase award process. Therefore, the initial term contract resulting from this solicitation is a no-cost award.

Consumer Price Index (CPI): Contract prices will remain firm through June 30, 2027.

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

- a. If the Contractor or State fails to request a CPI price adjustment thirty (30) days prior to the Contract renewal date, the adjustment will be effective thirty (30) days after the State or Contractor receives their written request.
- b. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.
- c. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year reported HALF1 (January through June 202X) (depending on the timing, it may be HALF2 for July through December); and each HALF1 (or HALF2) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. All price adjustments must be approved by the Procurement Officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a Contract Amendment issued by the Procurement Officer.
- d. Approval for all price increases is dependent upon full compliance with the terms of the Contract, including reporting requirements.

SEC. 3.09 LOCATION OF WORK

The location(s) where the work is to be performed, completed, and managed will be statewide.

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

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

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

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

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

SEC. 3.10 SUBCONTRACTORS

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

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

Subcontractor experience shall not be considered in determining whether the offeror meets the requirements set forth in **SEC. 1.04 PRIOR EXPERIENCE**.

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

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

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

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

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

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

SEC. 3.11 JOINT VENTURES

This section is not applicable as joint ventures will not be allowed.

SEC. 3.12 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.13 F.O.B. POINT

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

SEC. 3.14 CONTRACT PERSONNEL

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

SEC. 3.15 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 3.16 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

This section will apply to the Task Request for Proposals (TRFP) resulting from this solicitation.

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

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

approved by the Commissioner of the Department of Environmental Conservation or the Commissioner's designee.

SEC. 3.17 NONDISCLOSURE & CONFIDENTIALITY

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

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

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

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

SEC. 3.18 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of or liability for error, omission, or negligent act of the contractor under this agreement.

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

SEC. 3.19 INSURANCE REQUIREMENTS

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

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

- **Workers’ Compensation Insurance:** The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045 and, where applicable, any other statutory obligations, including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
- **Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement, with minimum coverage limits of \$300,000 combined single limit per claim.
- **Commercial Automobile Liability Insurance:** covering all vehicles used by the contractor in the performance of services under this agreement, with minimum coverage limits of \$300,000 combined single limit per claim.
- **Professional Liability Insurance:** covering all errors, omissions, or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

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

SEC. 3.20 TERMINATION FOR DEFAULT

- a. If the Project Director or Procurement Officer determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely

- and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all the remaining work.
- b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 7. ATTACHMENTS**.

SECTION 4. PROPOSAL FORMAT & CONTENT

SEC. 4.01 RFP SUBMITTAL FORMS

This RFP includes Submittal Forms that the offeror must complete and submit as part of their proposal. Offerors must provide Submittal Forms B and C on their own documents, in .pdf format, with company letterhead.

Unless otherwise specified in this RFP, the Submittal Forms shall be the offeror’s entire proposal. Do not include any marketing information in the proposal. The offeror shall not disclose their costs in Submittal Forms A, B, and C. Submission forms shall not exceed the page limit.

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

SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

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

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

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

| Submittal Form | Maximum Page Limits |
|---|---------------------|
| Submittal Form A – Offeror Information & Certifications | No limits |
| Submittal Form B – Minimum Requirements | 5 |
| Submittal Form C – Experience & Qualifications | 5 |

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

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

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

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

- a. the laws of the State of Alaska;
- b. the applicable portion of the Federal Civil Rights Act of 1964;

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

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

The Submittal Form also requests the following information:

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

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

SEC. 4.04 MINIMUM REQUIREMENTS (SUBMITTAL FORM B)

For an offeror's proposal to be considered responsive, interested parties must meet the minimum experience requirements listed below:

1. PROJECT DIRECTOR – This position requires a science degree in an environmental discipline, such as geology, biology, or a related field. As well as five (5) years of experience in environmental project management, performing work in Alaska, substantially similar to the applicable services identified in **SECTION 5. SCOPE OF WORK**.
2. ICS SPECIALIST – This position requires sufficient training and five (5) years of experience using or teaching the Incident Command System (ICS) structure.
3. ENGINEER – This position requires a baccalaureate in engineering from an accredited school, college, or university.
4. SENIOR ENGINEER – This position requires a professional engineer (PE) license in the State of Alaska, and five (5) years of experience in planning, directing, and administering all aspects of environmental projects.
5. RISK ASSESSOR – This position requires five (5) years of experience in developing and using risk assessment models, and the ability to review and provide comments on risk assessments performed by others.
6. TOXICOLOGIST – This position requires a baccalaureate degree in toxicology, chemistry, statistics, or mathematics, as well as a minimum of five (5) years of experience in the assessment of environmental contaminants based upon principles of toxicology.
7. NATURAL RESOURCE SPECIALIST – This position requires a baccalaureate degree in environmental science, environmental engineering, soil science, natural resource

- management, or a related field of study, as well as a minimum of five (5) years of experience in environmental and natural resource work based in Alaska, similar to applicable services identified in **SECTION 5. SCOPE OF WORK**. Must have proven ability to analyze environmental issues and problems, and sound knowledge of environmental issues unique to Alaska.
8. **RESPONSE PLANNING SPECIALIST** – This position requires at least five (5) years of experience in emergency planning at the local, state, or federal level. The experience shall include having developed an approved standard operating procedure or standard operating guidelines for responding to a hazardous substance spill, and a good working knowledge of planning systems, including the Incident Command System (ICS) and the Homeland Security Exercise and Evaluation Program (HSEEP).
 9. **SAMPLING TECHNICIAN** – This position requires a minimum of one (1) year of experience using various environmental sampling methodologies and technologies.

The term contractor agrees to maintain the above-mentioned positions as part of its project and management team for the duration of the contract.

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

Submission forms shall not exceed the page limit as described in **SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS**.

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

OFFEROR EXPERIENCE & LETTERS OF RECOMMENDATION

The offeror must have a minimum of five (5) years of experience conducting Tasks I, II, III, IV, V, VI, VII, VIII, IX, X, and XI activities in the State of Alaska. Each proposal must be accompanied by at least three (3) letters of recommendation from current or past clients for whom the offeror conducted Tasks I, II, III, IV, V, VI, VII, VIII, IX, X, and/or XI activities.

SEC. 4.05 EXPERIENCE & QUALIFICATIONS (SUBMITTAL FORM C)

The offeror's proposal shall indicate how the organization meets the minimum requirements described in **SEC. 4.04 MINIMUM REQUIREMENTS (SUBMITTAL FORM B)** of this solicitation. Position descriptions and resumes shall articulate qualifications regarding education and professional experience as they directly relate to the services required herein, identifying the professional disciplines and/or job classifications, and the state of residency of the noted personnel.

Offerors must provide adequate detail on the positions and/or personnel assigned to accomplish the work described in **SEC. 3.01 SCOPE OF WORK** of this solicitation, illustrating the lines of authority, and designating the individuals by title who may be responsible and/or accountable for completing each component and deliverable of subsequent Task Request for Proposals (TRFP).

Offerors must provide a narrative description of the organization and a roster identifying each position by title as described in **SEC. 4.04 MINIMUM REQUIREMENTS (SUBMITTAL FORM B)** of this solicitation.

Offerors must provide resumes for personnel assigned to complete subsequent TRFP projects as a separate attachment to Submittal Form C.

SECTION 5. EVALUATION CRITERIA & CONTRACTOR SELECTION

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

The state will use the following steps to evaluate proposals:

1. Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
2. A proposal evaluation committee (PEC) of at least three (3) state employees or public officials will evaluate specific parts of the responsive proposals.
3. The submittal forms from each responsive proposal will be sent to the PEC.
4. Members of the PEC will independently evaluate the documents to ensure that each offeror's response meets the RFP's requirements.
5. The procurement officer will chair a meeting where the PEC members may have a group discussion before formalizing a pass/fail verdict.
6. The evaluators will submit their final determination to the procurement officer.
7. Based on the evaluations of the PEC members, the procurement officer will determine each offeror's technical qualifications and whether each respondent meets the state's unique needs.

SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to the state, considering technical factors as described below.

NOTE: An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

| CRITERIA | | WEIGHT |
|--|--------------------|-----------|
| Sec. 4.03 Offeror Information & Certifications | (Submittal Form A) | Pass/Fail |
| Sec. 4.04 Minimum Requirements | (Submittal Form B) | Pass/Fail |
| Sec. 4.05 Experience & Qualifications | (Submittal Form C) | Pass/Fail |

SEC. 5.03 REVIEW OF MINIMUM REQUIREMENTS

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

- Does the professional listed by the offeror as PROJECT DIRECTOR possess a minimum of five (5) years of experience as noted in **SEC. 4.04 MINIMUM REQUIREMENTS (SUBMITTAL FORM A)** of the solicitation? YES or NO
- Does the professional listed by the offeror as ICS SPECIALIST possess a minimum of five (5) years of experience as noted in **SEC. 4.04 MINIMUM REQUIREMENTS (SUBMITTAL FORM A)** of the solicitation? YES or NO
- Does the professional listed by the offeror as ENGINEER possess a baccalaureate in engineering from an accredited school, college, or university as noted in **SEC. 4.04 MINIMUM REQUIREMENTS (SUBMITTAL FORM A)** of the solicitation? YES or NO
- Does the professional listed by the offeror as SENIOR ENGINEER possess a professional engineer (PE) license in the State of Alaska and a minimum of five (5) years of experience as

noted in **SEC. 4.04 MINIMUM REQUIREMENTS (SUBMITTAL FORM A)** of the solicitation? YES or NO

- Does the professional listed by the offeror as RISK ASSESSOR possess a minimum of five (5) years of experience as noted in **SEC. 4.04 MINIMUM REQUIREMENTS (SUBMITTAL FORM A)** of the solicitation? YES or NO
- Does the professional listed by the offeror as TOXICOLOGIST possess a baccalaureate degree in toxicology, chemistry, statistics, or mathematics and a minimum of five (5) years of experience as noted in **SEC. 4.04 MINIMUM REQUIREMENTS (SUBMITTAL FORM A)** of the solicitation? YES or NO
- Does the professional listed by the offeror as NATURAL RESOURCE SPECIALIST possess a baccalaureate degree in environmental science, environmental engineering, soil science, natural resource management, or a related field of study and a minimum of five (5) years of experience as noted in **SEC. 4.04 MINIMUM REQUIREMENTS (SUBMITTAL FORM A)** of the solicitation? YES or NO
- Does the professional listed by the offeror as NATURAL RESOURCE SPECIALIST possess a minimum of five (5) years of experience as noted in **SEC. 4.04 MINIMUM REQUIREMENTS (SUBMITTAL FORM A)** of the solicitation? YES or NO
- Does the professional listed by the offeror as SAMPLING TECHNICIAN possess a minimum of one (1) year of experience as noted in **SEC. 4.04 MINIMUM REQUIREMENTS (SUBMITTAL FORM A)** of the solicitation? YES or NO
- Does the offeror possess a minimum of five (5) years of experience as described in **SEC. 4.04 MINIMUM REQUIREMENTS (SUBMITTAL FORM A)** of the solicitation? YES or NO
- Did the offeror provide a minimum of three (3) letters of recommendation as outlined in **SEC. 4.04 MINIMUM REQUIREMENTS (SUBMITTAL FORM A)** of the solicitation? YES or NO

Note: An offeror's failure to meet all the outlined minimum requirements shall cause their proposal to be considered non-responsive and rejected.

SEC. 5.04 REVIEW OF EXPERIENCE & QUALIFICATIONS

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

- Does the offeror meet the requirements outlined in **SEC. 4.05 EXPERIENCE & QUALIFICATIONS (SUBMITTAL FORM B)** of the solicitation? YES or NO
- Are the positions and qualifications adequately detailed in the resumes of designated personnel as described in **SEC. 4.04 MINIMUM REQUIREMENTS (SUBMITTAL FORM A)** of the solicitation? YES or NO
- Are the lines of authority sufficiently illustrated? YES or NO
- Has the offeror provided a narrative description of the organization? YES or NO
- Did the offeror provide a roster and/or organizational chart that specifies personnel by each mandatory titled position as described in **SEC. 4.04 MINIMUM REQUIREMENTS (SUBMITTAL FORM A)** of the solicitation? YES or NO

Note: An offeror's failure to meet all the outlined minimum requirements shall cause their proposal to be considered non-responsive and rejected.

SECTION 6. GENERAL PROCESS & LEGAL INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

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

SEC. 6.02 ALASKA BUSINESS LICENSE & OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 6.03 SITE INSPECTION

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

SEC. 6.04 CLARIFICATION OF OFFERS

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

SEC. 6.05 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.06 EVALUATION OF PROPOSALS

The procurement officer or an evaluation committee made up of at least three (3) state employees or public officials will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION CRITERIA & CONTRACTOR SELECTION**.

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

SEC. 6.07 CONTRACT NEGOTIATION

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

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

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

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

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.10 PROTEST

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

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

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

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

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

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

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

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

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit

in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax, or another method that provides evidence of receipt.

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

SEC. 6.11 APPLICATION OF PREFERENCES

This section will apply to the Task Request for Proposals (TRFP) resulting from this solicitation.

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

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

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

SEC. 6.12 ALASKA BIDDER PREFERENCE

This section will apply to the Task Request for Proposals (TRFP) resulting from this solicitation.

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

1. holds a current Alaska business license prior to the deadline for receipt of proposals;
2. submits a proposal for goods or services under the name appearing on the offeror’s current Alaska business license;
3. has maintained a place of business within the state staffed by the offeror or an employee of the offeror for a period of six months immediately preceding the date of the proposal;
4. is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under

- AS 10.50, and all members are residents of the state or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
5. if a joint venture is composed entirely of ventures that qualify under (1)-(4) of this subsection.

ALASKA BIDDER PREFERENCE CERTIFICATION FORM

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

SEC. 6.13 ALASKA VETERAN PREFERENCE

This section will apply to the Task Request for Proposals (TRFP) resulting from this solicitation.

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

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

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

ALASKA VETERAN PREFERENCE CERTIFICATION

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

SEC. 6.14 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

This section will apply to the Task Request for Proposals (TRFP) resulting from this solicitation.

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

- a. Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or

- b. has an active partnership with an entity that employs an apprentice through a program described above.

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

ALASKA MILITARY SKILLS PROGRAM PREFERENCE CERTIFICATION

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

SEC. 6.15 STANDARD CONTRACT PROVISIONS

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

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

SEC. 6.16 QUALIFIED OFFERORS

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

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

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

SEC. 6.17 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.18 ADDITIONAL TERMS & 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 evaluation of proposals.

SEC. 6.19 HUMAN TRAFFICKING

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State’s Trafficking in Persons Report.

The most recent United States Department of State’s Trafficking in Persons Report can be found at the following website: <https://www.state.gov/trafficking-in-persons-report/>

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

SEC. 6.20 RIGHT OF REJECTION

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

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

Minor informalities that:

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

may be waived by the procurement officer.

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

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

SEC. 6.21 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

SEC. 6.22 DISCLOSURE OF PROPOSAL CONTENTS

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

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

SEC. 6.23 ASSIGNMENT

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

SEC. 6.24 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this RFP are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract if that failure or default is caused by any unforeseeable Force Majeure beyond the control of, and without the fault or negligence of, the respective party.

For the purposes of this RFP, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

SEC. 6.25 DISPUTES

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 6.26 SEVERABILITY

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SEC. 6.27 SUPPLEMENTAL TERMS & CONDITIONS

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

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

SEC. 6.28 SOLICITATION ADVERTISING

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

SEC. 6.29 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as a result of legislative, judicial, or administrative action, may result in a price increase, provided:
 - a. The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.
 - b. The contractor warrants, in writing, that no amount of the newly imposed federal excise tax, duty, or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

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

SEC. 7.02 RFP RESPONSE CHECKLIST

This checklist is provided to assist both the offeror and the State in identifying the RFP requirements within the proposal. There may be additional requirements beyond those listed on this checklist. Offerors are responsible for thoroughly reviewing the RFP to ensure they have met all the requirements and provided all necessary information.

- a. Submission of complete and signed Submittal Forms A, B, and C;
- b. Acknowledgment of receipt of all addenda, if applicable;
- c. Proof of receipt of proposal documents being received no later than 1:00 p.m., prevailing Alaska Standard Time (AKDT), on Monday, May 4, 2026; and
- d. Submission of resumes meeting the mandatory requirements detailed under **SEC. 4.04 MINIMUM REQUIREMENTS (SUBMITTAL FORM B)** of this solicitation.