



STATE OF ALASKA
Department of Environmental Conservation
Division of Water

Informal Request for Proposals (IRFP)

IRFP # 18-213-20

Date of Issue: **January 13, 2020**

Operator Course Development

Purpose of the IRFP

The Department of Environmental Conservation (DEC), Division of Water, is soliciting proposals for the development of a combined introductory and intermediate water distribution training course curriculum and associated materials that reflect current water distribution technology and are in line with current testing materials.

Name: Rick D. Cottrell, Procurement Officer
Department of Environmental Conservation
Division of Administrative Services
Procurement Section
555 Cordova Street,
Anchorage, Alaska 99501
Email: DECDAProcurement@alaska.gov

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.

Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

The sealed proposal package(s) may be hand delivered, or U.S. mail or any delivery service to the Procurement Officer noted in the proposal. Oral proposals, faxed, or emailed proposals are not acceptable. The sealed proposal package(s) must be addressed as follows:

Department of Environmental Conservation
Division of Administrative Services
Procurement Section
Attention: Rick D. Cottrell
Title: Procurement Officer
555 Cordova Street
Anchorage, AK 99501

Proposals must be received by **February 3, 2020 prior to 4:00 p.m.**, Alaska Time.

Offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Proposals that are late, contain proposed terms that are in conflict with requirements set forth herein will be deemed non-responsive.

All questions concerning this IRFP must be directed to the procurement officer:

Procurement Officer: Rick D. Cottrell, Email: DECDASPROCUREMENT@alaska.gov

Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the issuing office, addressed to the Procurement Officer identified in this IRFP. 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 IRFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the IRFP. The procurement officer will make that decision.

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

Purpose of the IRFP

The Department of Environmental Conservation (DEC), Division of Water, Operator Training and Certification Program (OpCert) is soliciting proposals for the development of a combined Level 1 & 2 water distribution training course curriculum and associated materials that reflect current water distribution technology and are in line with current testing materials. OpCert will make the course materials available to trainers.

Contract Type

This is a Firm Fixed Price contract.

Contract Budget

The Department of Environmental Conservation, Division of Water, estimates a budget of between \$30,000.00 and \$50,000.00 for completion of this project. Proposals priced at more than \$50,000.00 will be considered non-responsive and rejected.

Contract Term and Work Schedule

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

The length of the contract will be from the date of award, approximately February 17, 2020 to the contract end date of June 30, 2020 with no renewal option available.

Unless otherwise provided in this IRFP, the State and the successful offeror/Contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

The approximate contract schedule is as follows:

- Issue IRFP January 13, 2020;
- Deadline for Receipt of Proposals February 3, 2020, 4:00 PM AST;
- State of Alaska issues Notice of Award week of February 10, 2020;
- Contract start week of February 17, 2020.

Location of Work

The location the work is to be performed and completed in Anchorage, AK.

The state will provide workspace for the instructor training only, no other workspace will be provided for the Contractor.

The Contractor shall include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for one person to make one trip to Anchorage, AK. Travel to other locations will not be required.

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

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the procurement officer in writing to request a waiver at least 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 this requirement or to obtain a waiver may cause the state to reject the proposal as non-responsive or cancel the contract.

Prior Experience

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements:

Offerors must provide a resume for each employee that clearly demonstrates, at a minimum, three years' experience in:

(a) Water distribution industry experiences, either through operations or other professional experience with water distribution systems; and

(b) Providing instruction in water distribution.

Additionally, the Offeror's resume shall indicate experience developing courses for delivery to water operators and shall include a list of courses developed.

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

Subcontractors

Subcontractors will not be allowed.

Joint Ventures

Joint ventures will not be allowed.

Pre-proposal Conference

No pre-proposal conference.

Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the issuing office, addressed to the procurement officer identified in this IRFP. 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 IRFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the IRFP. The procurement officer will make that decision.

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

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.

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 and considered non-responsive.

Evaluation of Proposals

Proposals will be evaluated based on the evaluation factors set out in this IRFP. After receipt of proposals, if there is a need for any substantial clarification or material change in the IRFP, 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.

Federal Requirements

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

Contract Approval

This IRFP 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.

Proposed Payment Procedures

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

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

Contract Changes - Amendments

During the course of this contract, the Contractor may be required to perform additional work. That work will be within the general scope of the initial contract and cannot exceed the small procurement limits established under AS 36.30.320.

When additional work is required, the state will provide the Contractor a 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 a written contract amendment has been issued.

Alaska Business License and Other Required Licenses

In order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran 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, 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.

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

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

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

Preferences

MBE/WBE Preference (5 points)

To receive the points, the qualified Minority Business Enterprise (MBE) or Women's Business Enterprise (WBE) offeror or subcontractor will provide evidence of certification and the work that they will perform. Please refer to section 6.11 for additional information on the MBE/WBE preference.

Federal Requirements- Debarment Certification and Byrd Anti-Lobbying Amendment

Expenditures from a contract resulting from this solicitation may involve Federal funds. The U.S. Department of Labor requires all state agencies that are expending Federal funds to have a certification filed in the proposal (by the offeror) that they have not been debarred or suspended from doing business with the Federal government. Certification regarding debarment, suspension, ineligibility and voluntary exclusion lower tier covered transactions must be completed and submitted by the offeror to DEC, prior to contract / purchase order award (**Appendix A: Federal Debarment Certification Form**).

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.

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.

Offerors must review form APPENDIX B1, 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 B1 must be set out in the offeror's proposal.

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 prior to the deadline for receipt of proposals. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of an offeror's proposal 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, prior to the deadline for receipt of proposals.

Right of Rejection

Offerors must comply with all of the terms of the IRFP, 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 IRFP.

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 IRFP;
- 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 to be in its best interest.
A proposal from a debarred or suspended offeror shall be rejected.

Assistance to Offerors with a Disability

Offerors with a disability may receive accommodation regarding the means of communicating this IRFP or participating in the procurement process. For more information, contact the procurement officer prior to the deadline for receipt of proposals.

State Not Responsible for Preparation Costs

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

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 that 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 an Award or Notice of Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals 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.

Authorized Signature

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

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 IRFP;
- (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 90 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 section, the state reserves the right to disregard the proposal, terminate the contract, or consider the Contractor in default.

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 of the 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's determination regarding any questions of conflict of interest shall be final.

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.

Disputes

Any dispute arising out of this agreement will be resolved under the laws of the State of Alaska. 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.

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.

Supplemental Terms and Conditions

Proposals must comply with **Right of Rejection** section. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this IRFP or that diminish the state's rights under any contract resulting from the IRFP, 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 IRFP, the term or condition of the IRFP 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.

Vendor Tax ID

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

Formula Used to Convert Cost to Points

The distribution of points based on cost will be determined by the method set out below. The lowest cost proposal will receive the maximum number of points allocated to cost.

Cost will be converted to points using the following formula:

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

Clarification of Offers

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

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.

Notice of Award (NOA) — Offeror Notification of Selection

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

Protest

2 AAC 12.695 provides that an interested party may protest the content of the IRFP or the award of a contract.

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."

An interested party must first attempt to informally resolve the dispute with the procurement officer. If that attempt is unsuccessful, the interested party may file a written protest. The written protest must be filed with the Commissioner of the purchasing agency or the Commissioner's designee. The protester must also file a copy of the protest with the procurement officer. A protester must have submitted a proposal in order to have sufficient standing to protest the award of a contract. Written 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.

If the protestor agrees, the Commissioner of the purchasing department or the Commissioner's designee may assign the protest to the procurement officer or other state official for alternate dispute resolution. In other cases, the Commissioner or the Commissioner's designee may issue a decision sustaining or denying the protest, or may conduct a hearing using procedures set out in AS 36.30.670(b).

A written protest of the content of the solicitation must be received by the Commissioner or Commissioner's designee prior to the deadline for receipt of proposals. A written protest of the award of a contract must be received by the Commissioner or Commissioner's designee within ten days after the date the Notice of Award is issued.

Nondisclosure and Confidentiality

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

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

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

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

Background Information

Training for Alaskan water distribution system operators was last updated in September 2014. In 2016 the American Water Works Association (AWWA) released two manuals, WSO Water Distribution, Grades 1&2 and Grades 3&4. These manuals are to assist in training and certification preparations for operator Levels 1 through 4. The manuals incorporate the "need-to-know" criteria that has been included in the standardized

exams used by the Association of Boards and Certification (ABC). These standardized exams are used by 49 certifying agencies and ABC has developed "need-to-know" criteria that are applicable to operators nationwide. The Department of Environmental Conservation, Division of Water, Operator Certification Program (OpCert) uses exams produced by the ABC for certifying operators. Changes in certification exam materials and water distribution technology have created a need for an updated training curriculum.

Scope of Work

To prepare Alaskan operators for their job responsibilities and certification exams, OpCert is soliciting proposals for the development of a combined introductory and intermediate course that utilizes the AWWA WSO Water Distribution Grade 1 & 2 manual. The course shall address the unique needs and requirements of water distribution in Alaska. The course material shall also provide the 2017 "need-to-know" criteria published by ABC and include the broadly applicable knowledge required for certification exams. The Contractor shall develop materials that can be used to conduct a four-day training which will cover Levels 1 & 2 water distribution concepts. Examples of materials to be produced include, but are not limited to, PowerPoint presentations and associated required media, instructions for interactive learning tasks, lists of suggested exhibits for hands-on learning, and tools for assessing operator knowledge before, during and after the course. Additionally, the Contractor will conduct a one-day training in Anchorage to introduce training materials to potential instructors. OpCert will provide these training materials to Alaskan trainers, municipalities, regional health corporations, and other parties who are interested in conducting training for their operators.

Deliverables

The Contractor shall be required to provide the following deliverables:

- (a) **One presentation in Microsoft PowerPoint for a four-day classroom course.** The course shall be designed for four eight-hour days of instruction, with reasonable allowances for demonstrations, interactive tasks, and breaks. Material for the courses shall be based on the AWWA WSO Water Distribution Grade 1 & 2 manual but also be tailored towards information that will be of particular use to Alaskan operators. The Contractor shall also produce as part of the PowerPoint presentation a review and summarizing key material from the course, this part of the presentation shall be at least two hours but not exceed three hours in length. The PowerPoint template/theme for the slide background will be provided by DEC.
- (b) **Notes for the instructors that contain the necessary information to assist in the presentation of the material.** These notes shall provide reference information and location within the AWWA manual for the material being covered such as chapter, subsection and page number. The Contractor must also provide brief summaries of the material that will be covered in each portion of the course. Additionally, a one-day instructor training to introduce these new materials to potential instructors in Alaska shall be conducted by the Contractor after the approval of the course materials by OpCert. The training shall include an overview of the new material, instruction tips, and suggestions for course administration. The training will be held in Anchorage at a suitable location provided by DEC.
- (c) **Applicable media required for the presentations, including pictures and audio-video recordings.** If such material is not directly produced by the Contractor, the Contractor shall provide documentation that the material may be freely used for the purposes of conducting training and will not violate any license, copyright, user agreement or require the payment of

licenses or fees. Media produced by AWWA and referenced in the manual shall be included in the presentation materials.

- (d) **Detailed instructions for interactive or hands-on learning tasks that can be conducted during the courses.** For every two hours of lecture time, there shall be at least one interactive or hands-on activity of 10-20 minutes, for a minimum total of 16 interactive tasks. Such tasks shall include, but are not limited to, examination or manipulation of water distribution system components, quizzes or other knowledge-testing activities (in addition to those in the manual), questions-and-answer sessions, and diagramming or designing water distribution systems. A variety of individual and group activities shall be included. If any interactive tasks require materials, such as water distribution system components or water quality testing materials, the Contractor shall provide a list of suggested materials and reasonable alternatives. The Contractor shall not assume that instructors will always have specific materials available and should attempt to create activities that utilize common and widely available items.
- (e) **Quizzes to assess the knowledge of course takers prior to taking the course, while taking the course, and after taking the course.** Quizzes shall be designed to test the knowledge of course takers as it relates to the curriculum presented specifically in the course. Quizzes may take the form of longer sets of questions given at one time or broken into small units and delivered at intervals throughout the course.
- (f) **Homework assignments for course takers to complete following each day of instruction.** Homework assignments shall include readings from the AWWA WSO manual as well as practice questions or tasks that reinforce the concepts learned on that day, or that will help course takers prepare for the following day.
- (g) Upon delivery of the above, the Contractor shall assign all ownership of the materials to the DEC. The DEC will permit the Contractor to use the materials for their own training purposes.

Proposal Format and Content

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, offerors must provide all information requested. Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal. Proposals must also confirm that the offeror will comply with all provisions in this IRFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

Cost Proposal

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

Evaluation Criteria and Contractor Selection

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criterion that is set out below.

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 Contractor.

A proposal shall be evaluated to determine whether the offeror responds to the provisions, including goals and financial incentives, established in the IRFP 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.

Evaluation Criteria (100 points possible)

Understanding of the Project: 3 points

How well has the offeror demonstrated a thorough understanding of the project? Does the offeror understand how water distribution levels 1 & 2 fit into the hierarchy of training in Alaska? Does the offeror understand the training needs of Alaskan water distribution operators?

Methodology Used for the Project: 3 points

How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the IRFP? How well does the methodology match and achieve the objectives set out in the IRFP? Does the methodology interface with the time schedule in the proposal?

Management Plan for this Project: 9 points

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

Demonstrated experience developing training courses for water distribution operators: 20 points

Is the offeror uniquely qualified to provide these services? Does the offeror have experience developing water distribution courses for levels 1 & 2? What other types of training experience does the offeror have that might be relevant to this project?

Demonstrated knowledge of or experience with water distribution plants: 20 points

Does the offeror have extensive knowledge of water distribution systems? Does the offeror have experience operating or troubleshooting water distribution systems? What other types of water distribution related experience does the offeror have that might be relevant to this project?

Cost: 40 points

The offeror must include a budget with their proposal that details the costs associated for the development of each of the courses and travel expenses associated with the instructor training. A maximum of 40 points will be given to the offeror with the lowest bid. DEC will use the following formula to convert costs to points:

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

MBE/WBE Preference = Five points

To receive the points, the qualified Minority Business Enterprise (MBE) or Women’s Business Enterprise (WBE) Contractor or subcontractor must provide evidence of certification and the work that they shall perform.

Minority Business Enterprise (MBE) and Women’s Business Enterprise (WBE).

This procurement is funded in part or fully through Federal grants or cooperative agreements. It is a national policy to award a fair share of contracts to Minority Firms and Women’s Business Enterprises through affirmative action. This solicitation incorporates a five point preference for all qualified minority firms and women’s business enterprises.

In order to be deemed a bona fide Minority Business Enterprise (MBE) or Women’s Business Enterprise (WBE) a firm must be an independent business concern which is a least fifty-one percent (51%) owned and controlled by minority group members or women.

It is the responsibility of the offeror to include in the proposal their qualifications and/or of the qualifications of their subcontractors for this preference. It is also the responsibility of the offeror claiming eligibility for this preference to pledge in the proposal that the eligible subcontractor will be **guaranteed** the proposed work.

Following is an example of how the preference points will be calculated for qualifying businesses:

MBE/WBE Contractor’s Preference

[STEP 1]

Determine the number of points available to MBE/WBE eligible Contractors under this preference.

Total number of points available in this example situation = 100 Points

100 x	5%	=	5
Total Points	MBE/WBE Contractor’s Percentage Preference		Number of Points Available to Eligible Contractors Under MBE/WBE Preference

[STEP 2]

Add the preference points to the qualified MBE/WBE offers. In a hypothetical situation, there are three Contractors. After being evaluated, each received the following points:

- Contractor #1 95 Points
- Contractor #2 90 Points

Contractor #3 92 Points

Before preference points are calculated, Contractor #1 is the apparent winner. However, in this hypothetical situation, Contractor #2 and offeror #3 are eligible for the MBE/WBE preference. After adding five points to their scores, Contractor #3 is the new apparent winner, with 97 points.

The overall score for each proposal will be the sum of the scores received for the written proposal and any MBE/WBE preference points. The offeror with the highest scoring proposal will be selected and notified of intent to award by letter. This letter will request a fee proposal for final contract negotiations in accordance with their proposal.

Award is contingent upon the successful negotiation of final contract terms and conditions with the Department. Negotiations shall be confidential and not subject to disclosure to competing firms unless an agreement is reached. If contract negotiations cannot be concluded successfully, the Department may negotiate a contract with the next highest scoring offeror or cancel the IRFP.

The Department may terminate negotiations if a Contractor:

- Fails to provide required information
- Fails to begin negotiations in a timely manner
- Fails to negotiate in good faith
- Fails to reach an agreement

The Department reserves the right to add terms and conditions during contract negotiations so long as they are within the scope of the IRFP and will not affect the proposal ranking.

ATTACHMENTS

1. Proposal Evaluation Form (five pages);
2. Cost Proposal;
3. Appendix A Federal Debarment Certification Form (two pages);
4. Indemnity and Insurance Appendix B1;
5. Standard Agreement Form for Professional Services with Appendix A (sample, three pages);
6. Notice of Award (sample, one page);

ATTACHMENT ONE
PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Person or Firm Name _____

Name of Proposal Evaluation (PEC) Member _____

Date of Review _____

EVALUATION CRITERIA AND SCORING

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

Understanding of the Project - 3 Percent

Maximum Point Value for this Section - 3 Points
100 Points x 3 Percent = 3 Points

Proposals will be evaluated against the questions set out below.

[a] How well has the offeror demonstrated a thorough understanding of the project?

EVALUATOR'S NOTES _____

[b] Does the offeror understand how water distribution levels 1 & 2 fit into the hierarchy of training in Alaska?

EVALUATOR'S NOTES _____

[c] Does the offeror understand the training needs of Alaskan water distribution operators?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR UNDERSTANDING OF THE PROJECT: _____

Methodology Used for the Project - 3 Percent

Maximum Point Value for this Section - 3 Points
100 Points x 3 Percent = 3 Points

Proposals will be evaluated against the questions set out below.

[a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the IRFP?

EVALUATOR'S NOTES _____

[b] How well does the methodology match and achieve the objectives set out in the IRFP?

EVALUATOR'S NOTES _____

[c] Does the methodology interface with the time schedule in the proposal?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR METHODOLOGY: _____

Management Plan for the Project - 9 Percent

Maximum Point Value for this Section - 9 Points

100 Points x 9 Percent = 9 Points

Proposals will be evaluated against the questions set out below.

[a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the IRFP?

EVALUATOR'S NOTES _____

[b] How well is accountability completely and clearly defined?

EVALUATOR'S NOTES _____

[c] Is the organization of the project team clear?

EVALUATOR'S NOTES _____

[d] How well does the management plan illustrate the lines of authority and communication?

EVALUATOR'S NOTES _____

[e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

EVALUATOR'S NOTES _____

[f] Does it appear that offeror can meet the schedule set out in the IRFP?

EVALUATOR'S NOTES _____

[g] Has the Contractor gone beyond the minimum tasks necessary to meet the objectives of the IRFP?

EVALUATOR'S NOTES _____

[h] To what degree is the proposal practical and feasible?

EVALUATOR'S NOTES _____

[i] To what extent has the offeror identified potential problems?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR MANAGEMENT PLAN: _____

Demonstrated experience developing training courses for water distribution operators: 20 Percent

Maximum Point Value for this Section - 20 Points
100 Points x 20 Percent = 20 Points

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

[a] Is the offeror uniquely qualified to provide these services?

EVALUATOR'S NOTES _____

[b] Does the offeror have experience developing water distribution courses for levels 1 & 2?

EVALUATOR'S NOTES _____

[c] What other types of training experience does the offeror have that might be relevant to this project?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR TRAINING COURSE DEVELOPMENT: _____

Demonstrated knowledge of or experience with water distribution plants: 20 points

[a] Does the offeror have extensive knowledge of water distribution systems?

EVALUATOR'S NOTES _____

[b] Does the offeror have experience operating or troubleshooting water distribution systems?

EVALUATOR'S NOTES _____

[c] What other types of water distribution related experience does the offeror have that might be relevant to this project?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR KNOWLEDGE/EXPERIENCE: _____

Cost Proposal – 40 Percent

Maximum Point Value for this Section – 40 Points
100 Points x 40 Percent = 40 Points

Overall, a minimum of 40 percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more preferences.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in the solicitation.

EVALUATOR'S POINT TOTAL FOR CONTRACT COST: _____

MBE/WBE Preference - Five Points

To receive the points, the qualified Minority Business Enterprise (MBE) or Women's Business Enterprise (WBE) offeror or subcontractor will provide evidence of certification and the work that they will perform.

Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE).

This procurement is funded in part or fully through Federal grants or cooperative agreements. This IRFP incorporates a **five point's** preference for all qualified minority and women's business enterprises.

MBE/WBE receive a 5 percent overall evaluation point preference.

Point value for MBE/WBE in this section -- 5 Points

100 Points x 5 Percent = 5 Points

EVALUATOR'S POINT TOTAL FOR MBE/WBE PREFERENCE: _____

EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS: _____

Attachment 2

Modifications and any additions to the below form (Cost proposal) or format will not be allowed. Proposals may be considered non-responsive if any modification or additions made to the form.

COST PROPOSAL

Course development and associated materials for introductory course:

Contractor rate: US\$_____ per hour x _____ hours = US\$_____

Contractor rate: US\$_____ per hour x _____ hours = US\$_____

Course development and associated materials for intermediate course:

Contractor rate: US\$_____ per hour x _____ hours = US\$_____

Contractor rate: US\$_____ per hour x _____ hours = US\$_____

Travel, Lodging and Per diem = US\$_____

Fixed Expenses = US\$_____

TOTAL COST US\$_____

Total Cost in Words:

Federal Debarment Certification Form

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative

Signature

Date

Federal Debarment Certification Form Instructions

Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

APPENDIX B¹

INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

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

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

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

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

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of Environmental Conservation		Division	hereafter the State, and
9. Contractor			hereafter the contractor
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed _____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of		Attention: Division of	
Mailing Address		Attention:	
12. CONTRACTOR		<p>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 alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.</p>	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division	Date		
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

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

APPENDIX A

GENERAL PROVISIONS

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

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

Article 3. Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, and marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, and marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

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. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

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

Article 7. No Additional Work or Material.

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

Article 8. Independent Contractor.

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

Article 9. Payment of Taxes.

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

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

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

Article 14. Covenant against Contingent Fees.

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

Article 15. Compliance.

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

NOTICE OF INTENT TO AWARD A CONTRACT



Department of Environmental Conservation
 Division of Administrative Services
 Procurement Section
 555 Cordova Street
 Anchorage, Alaska 99501

THIS IS NOT AN ORDER

Date Issued:

IRFP NO:
 IRFP Title:

Deadline:

PROCUREMENT OFFICER:

Email: DECDASPROCUREMENT@alaska.gov

This is notice of the state's intent to award a contract. The figures shown here are a tabulation of the offers received. The responsible and responsive offeror whose proposal was determined in writing to be the most advantageous is indicated. An offeror who wishes to protest this Notice of Intent must file the protest within ten 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. The offeror identified here as submitting the most advantageous proposal is instructed not to proceed until a contract, or other form of notice is given by the contracting officer. A company or person who proceeds prior to receiving a contract, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.

Name of Apparent Successful Offeror	Technical Score	Cost Score	Preference MBE/WBE Or AK Bidder	Combined Score

Name of All Other Respondents (in alphabetical order)	Responsive	Technical Score	Cost Score	Preference MBE/WBE Or AK Bidder	Combined Score

LEGEND: Y -- RESPONSIVE PROPOSAL
 N -- NON-RESPONSIVE PROPOSAL

SUMMARY