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EXXON VALDEZ TRUSTEE  
ADMINISTRATIVE RECORD

REQUEST FOR PROPOSALS

TECHNICAL WRITER/EDITOR TO ASSIST EXXON VALDEZ WORK GROUP

ASPS # 93 0065

A Request for Proposals is Issued by:

STATE OF ALASKA

Department of Environmental Conservation  
Exxon Valdez Project

ON BEHALF OF THE EXXON VALDEZ TRUSTEES

645 G Street, Suite 402  
Anchorage, Alaska 99501

Project Manager: David Bruce

Telephone Number: (907) 465-5322

Issue Date: August 31, 1992

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## INTRODUCTION AND INSTRUCTIONS

## SECTION ONE

1.1 Purpose of RFP

The Department of Environmental Conservation, Exxon Valdez Project, Restoration Office on behalf of the Exxon Valdez Trustees (Trustees), is soliciting detailed proposals from persons or firms that have experience as technical writers and editors. The successful bidder will work with the Exxon Valdez Trustees Restoration Team Restoration Planning Work Group (RPWG) in the preparation of numerous reports and documents.

1.2 Issuing Office Address

The issuing office address for this Request for Proposals is:

Exxon Valdez Trustees  
645 G Street, Suite 402  
Anchorage Alaska 99501

Mail: Same

Phone: (907) 278-8012

FAX: (907) 276-7178

1.3 Project Information

The Request for Proposals (RFP), with associated contract documents, may be picked up or ordered from the issuing office location during the regular working hours of 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m., Monday through Friday excluding holidays. There is no charge for the first copy.

Additional RFP packages may be picked up for the cost of reproduction. The State assumes no liability for incorrect addresses, delivery of letters of interest or RFP packages by public carriers.

1.4 Mailing Procedures and Deadline for Receipt of Proposals

Respondents must submit five copies of their proposal to the issuing office. The proposal shall be packaged as follows: an original and four copies of the technical proposal shall be sealed in one package; one original cost proposal shall be sealed in a second package; and five copies of samples of prior work shall be sealed in

a third package; all packages must be clearly labeled as to their contents; all packages shall be placed in a larger envelope or package and clearly labeled again, and then mailed or hand delivered to:

Exxon Valdez Trustees  
Technical Writer/Editor Project, ASPS 93 0065  
645 G Street, Suite 402  
Anchorage, Alaska 99501

Mail: Same

All proposals must be clearly marked with the project title and ASPS number

Proposals must be received no later than September 25, 1992, 3:00 p.m. Alaska Standard Time. Failure to meet the deadline will result in disqualification of the proposal without review.

#### 1.5 Contact Person

Any technical or procedural questions regarding this RFP, contract documents, or associated information should be addressed in writing to David Bruce at the issuing office address.

It is the policy of the Department of Environmental Conservation to accept only written inquiries. Oral explanations of the RFP document will not be given.

#### 1.6 Required Review

Offerors shall carefully review this solicitation without delay, for defects and questionable or objectionable matter. Questions, objections, or comments must be made in writing and received by the purchasing authority (Contact Person - Item 1.2, this section) no later than 10 days before bid opening. This allows issuance of any necessary amendments to prevent the opening of a defective solicitation upon which award could not be made, but which would result in the exposure of the offeror's proposals. Protest based upon any omission, error, or the content of the solicitation will be disallowed if not made, in writing, before the time set for opening. Copies of comments should be forwarded to Commissioner, Department of Administration, P.O. Box 110200, Juneau, AK. 99811-0200. In any correspondence please reference the ASPS number.

### 1.7 Amendments

Should the issuing office consider it necessary to revise any part of this RFP significantly or to lengthen or shorten the proposal deadline period, addenda will be provided to all contractors who have been provided the RFP.

### 1.8 Proposed Timeline

Below is the Department's estimated time schedule. This schedule is for informational purposes only, as some actual dates may vary depending on the date of actual RFP issuance and response to this RFP. It is unlikely, however, that a contract will be awarded before October 25, 1992.

Step	Elapsed Days
Advertise in Alaska Administrative Journal	1
Letters of interest mailed and/or RFP available	1
Mail our responses to significant questions (if necessary)	12
Deadline for submitting proposals	25
Evaluation Process completed	25-30
Notice of Intent to Award Issued	30
Grievance Period	31-40
Contract Negotiations	41-45
Execute Contract	46-55
Contract Start Date	56

### 1.9 Location of Work

The work is to be performed, completed, and managed in Anchorage, Alaska.

### 1.10 Solicitation/Advertising

Public notice has been provided in accordance with 2 AAC 12.220. The RFP has been advertised in the Alaska Administrative Journal, Juneau Empire, Fairbanks Daily News-Miner, and Anchorage Daily News.

### 1.11 Funding

This is a fixed cost contract. Cost plus a percentage of cost contracts are prohibited by law. A contract resulting from this RFP is subject to the availability of funding identified for the purpose of the contract.



## STANDARD PROPOSAL INFORMATION

## SECTION TWO

2.1 Authorized Signature

Proposals must be signed by an individual authorized to bind the respondents to its provisions. The proposal must remain valid for at least 90 days from the proposal receipt deadline.

2.2 Multiple Proposals

The Department will not accept multiple proposals from the same respondent.

2.3 Right of Rejection

The issuing office reserves the right to reject any proposal not adhering to material requirements set out in the RFP. All proposals must be in the format set out in the RFP.

The issuing office reserves the right to reject any proposals that do not address all the requirements of this request.

The State and the Trustees reserves the right to use any ideas presented in any response to the RFP. Selection or rejection of the proposal(s) does not affect that right.

2.4 Incurred Costs

The State and the Trustees shall not be subject to payment for cost incurred for proposal or contract preparation as a result of valid and legal termination of this RFP or termination of the contract resulting from this award of the RFP.

All costs incurred by the respondents in preparation of the proposal(s), including travel and personal expenses, may not be charged as an expense of performing the contract.

2.5 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the State and may be returned only at the State's option.

AS 09.25.110 requires public records to be open to reasonable inspection by the public.

All proposal information including detailed price and cost information will be held in confidence during the evaluation process and prior to issuance of Notice of Intent to Award.

To the extent that the offeror designates and the procurement officer concurs, trade secrets and other proprietary data contained in the proposal documents are confidential (AS 36.30.230). It is the intent not to accept any bids containing proprietary data or trade secrets.

Restrictions placed on the Department's use of the bid documents contrary to Alaska Law, regulations, and/or the conditions of this RFP shall be grounds for rejection of the proposal submitted.

## 2.6 Subcontractors

The successful contractor will be granted the right to subcontract a portion of the work.

All respondents must list in their proposal the names and addresses of the subcontractors and the type and percentage of work they will be providing. Each subcontractor must submit proof of a valid Alaska Business license.

All subcontractors must be approved by the State prior to awarding this contract. If during the term of this contract the prime contractor finds it necessary to replace subcontractors identified in the original proposal, the State will consider such subsequent assignments or replacements, provided however, ten (10) days written notice is given by the contractor and written approval is obtained from the contract manager prior to the commencement of any work by the recommended substitute subcontractor.

## 2.7 Joint Ventures

Joint ventures will be acceptable for the performance of this contract.

## 2.8 Licenses

Any successful respondent will be required to hold a valid Alaska business license and the necessary applicable professional licenses required by Alaska Statute. For more information on these licenses, contact the Department of Commerce and Economic Development, Division of Occupational Licensing, P.O. Box 110806, Juneau, AK 99811-0806.

The respondent must submit proof of a valid Alaska Business License with their proposal. In addition, if subcontractors are used, proof of their valid Alaska Business License must be submitted, if a joint venture, proof of a valid Alaska Business License must be submitted for all participants.

A form is attached (Section Nine, Attachment 9.6) for this purpose.

## 2.9 Evaluation of Proposals

For the purposes of evaluation, proposals submitted to the State may be reviewed and evaluated by any person, other than respondents, at the discretion of the State. A non-resident may not serve in a voting capacity on a proposal evaluation committee without prior approval of the Commissioner of Administration. All submitted proposals will be reviewed and evaluated by a committee of qualified persons. The committee shall make their recommendation to the Commissioner of the Department of Environmental Conservation for selection of the proposal which most closely meets the requirements of this RFP. The committee is not required by law to choose the lowest cost proposal. The final selection rests with the Commissioner.

## 2.10 Cost Evaluation Formula

Cost must be an evaluation factor unless the service sought is selected in accordance with AS 36.30.270(a) and (b).

The distribution of points based on price must be determined as follows per AS 36.30.040, 210, 250, and 2 AAC 12.260. For evaluation purposes the proposed cost of a qualified Alaska bidder under AS 36.30.170(b) shall be reduced by 5%.

The lowest priced proposal receives the maximum number of points allocated to price. Other allocations are determined by this formula:

$$\frac{(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})}{\text{Price of Proposal under Consideration}}$$

$$= \text{Price Points for Proposal under Consideration}$$

A copy of the evaluation sheet which will be used by the proposal evaluation committee is attached in Section Nine of this RFP.

## 2.11 Alaska Vendor Preference

This procurement is funded by State of Alaska funds. This funding is contingent upon use of at least a ten percent (10%) of evaluation point preference and a five percent (5%) cost preference for qualified Alaska bidders.

For purpose of application of these preferences, Alaskan bidders must qualify under AS 36.30.170(b).

Alaskan bidder means a person (firm) who:

- (1) holds a current Alaska business license;
- (2) submits a bid for services under the name as appearing on the person's (firm's) current Alaska business license;
- (3) has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the RFP;
- (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship, and the proprietor is an employee of the state or is a partnership, 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.

It is the responsibility of the offeror to include in their proposal a properly completed Alaskan Bidder Certification form(s) to receive these preference points. The form is included in Section Nine, Attachment 9.8.

## 2.12 Contract Negotiations

Upon completion of the evaluation process and after the issuance of the Notice of Intent to Award (section 2.14), contract negotiations will commence. It is anticipated that all contract negotiations will be held at the

Exxon Valdez Trustees Administrative Office  
645 G Street  
Anchorage, Alaska 99501

### 2.13 Failure to Negotiate

If the selected contractor fails to provide the necessary information for negotiations in a timely manner, negotiate in good faith, or cannot perform the contract within the amount of budgeted funds available for the project, the State may terminate negotiations and negotiate with the next highest ranked contractor, or terminate award of the contract.

### 2.14 Notice of Intent to Award

After completion of the evaluation process the issuing office will issue a Notice of Intent to Award to all respondents. This notice will contain the names and addresses of all the respondents, including the intended recipient of the contract.

### 2.15 Aggrieved Respondents

A respondent may protest the award of a professional service contract let in accordance with this RFP.

Appeals and protests shall be treated in accordance with AS 36.30, Article 8.

The protest shall be filed with the Commissioner of the contracting agency, in writing, and shall include the following information:

- (1) Name, address, and telephone number of protester;
- (2) Signature of protester or the protester's representative;
- (3) Identification of contracting agency and the solicitation or RFP at issue;
- (4) Detailed statement of the legal and factual grounds of the protest including copies of all relevant documents; and
- (5) Form of relief requested.

A protest based on alleged improprieties in an award of a contract or a proposed award of a contract must be filed within 10 days after a notice of intent to award the contract is issued by the procurement officer.

The appeal will be reviewed by the Commissioner of the Department of Environmental Conservation and the respondent will be advised within 14 working days whether his appeal was accepted or rejected and, if rejected, the reason for the action.

If necessary, a hearing will be held to determine whether the award of the contested contract was made in accordance with statutes and prescribed procedures. The hearing will be limited to the evaluation and solicitation process used in the RFP.

## STANDARD CONTRACT INFORMATION

## SECTION THREE

3.1 Contract Approval

This RFP does not obligate the State or the Trustees to perform until a contract is signed and approved by both parties. If approved, it is effective from the date of approval by the State. The State shall not be responsible for work done, even in good faith, prior to Departmental approval of the contract unless specific provisions are made in the contract.

3.2 Proposal as Part of the Contract

The successful proposal will become an integral part of the contract. It will not, however, be considered the total binding obligation for the contract. Any and all proposal conditions may be included, at the discretion of the issuing office, as a part of a final negotiated and approved contract.

3.3 Additional Terms and Conditions

The State reserves the right to include additional terms and conditions during the contract negotiations. These terms and conditions must be within the scope of the original RFP and contract documents, and will be limited to cost, clarification, definition, administrative and legal requirements.

3.4 Non-Collusion

In responding to this RFP the individual signing the response (Authorized Signature, Section Two, Item 2.1) is certifying under penalty of perjury that the price submitted was independently arrived at without collusion.

3.5 Employer/Employee Relationship

The State cannot normally enter into a contract with a State employee; therefore, it is necessary to ensure that an employer/employee relationship does not exist. A Solicitation and Procurement Fact Sheet must be completed prior to contract approval. A copy of this questionnaire is included in Section Nine (Attachment 9.10).

### 3.6 Insurance Requirements

The successful respondent must supply proof of insurance prior to contract approval and prior to work beginning.

The successful respondent must secure satisfactory insurance coverage as required by the Department of Administration, Division of Risk Management. Insurance requirements for this contract are included in section nine (Attachment 9.3). Failure to provide evidence of and maintain adequate coverage for the duration of the contract term is a material breach and grounds for termination of the contract.

### 3.7 Standard Contract Provisions

The successful respondent will be required to sign the standard agreement for professional services. A copy is included in section nine (Attachment 9.1) for your reference. The contractor will be required to comply with the general contract provisions of Appendix A. A copy is included in section nine (Attachment 9.2) for your reference. Any alteration of these general contract provisions must be approved by the Department of Law before the contract can be accepted by the issuing office.

### 3.8 Advance Payments

As a result of the RFP the State will pay only for services as they are received and any request for advance payments or payments prior to providing the service must be fully explained in the body of the contract. No payments will be made prior to the approval of the contract by the Department Commissioner.

### 3.9 Liquidated Damages

The State reserves the right to include liquidated damages in the contract to assure the contractor's performance of all contract provisions in a timely manner.

### 3.10 Funding Contingencies

The State reserves the right to cancel a contract negotiated as a result of this RFP at any time due to lack of appropriated funds.

In addition, the State may terminate the contract, in whole or in part, when it is in the best interest of the State. The State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.



### 3.11 Contract Personnel

All significant contractor project personnel shall be identified with a resume in the proposal document. The State reserves the right to approve or disapprove any change in the successful respondent's project team members whose participation in the project is specifically offered in the respondent's proposal. This is to assure that persons with vital experience and skill are not arbitrarily removed from the project by the prime contractor.

Any change in contractor personnel shall be submitted in writing to the State for the State's review and sign-off before the change is made. Contractor personnel changes which impact the work in any manner may be cause for the State to terminate the contract.

If subcontractors or subcontractor's personnel are to be replaced, ten (10) days written notice must be given by the contractor and written approval obtained from the project manager.

### 3.12 Ownership of Documents

All designs, drawings, specifications, notes, and other work developed in the performance of this agreement are and remain the sole property of the State of Alaska and the Exxon Valdez Trustees and may be used by the State or the Trustees for any 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. 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 Manager. Unless otherwise directed by the Project Manager, the contractor may retain copies of all the materials.

### 3.13 Payment of Taxes

If it is discovered that the/an awardee is in arrears on taxes due the State, the/an awardee's contract(s) shall not be awarded until the Department of Revenue notifies and approves of the payment provisions of the contract.

### 3.14 News Releases

News releases pertaining to this project/service/RFP may not be made without prior written approval of the issuing office.

### 3.15 Lobbying

The issuing office prohibits all contractors, successful and unsuccessful, from any lobbying efforts, before, during and after award as a result of this RFP. Any lobbying effort using any portion of the contract amount, is not an approved cost.

### 3.16 Reimbursement to the State for Unacceptable Deliverables

The contractor is responsible for quality, accuracy, and completion of all work identified by the contract. All work shall be subject to evaluation and inspection by the State at all times to assure satisfactory progress, to be certain that work is being performed in accordance with the contract specifications, terms and conditions, and to determine if corrections and modifications are necessary. Should such inspections indicate substantial failure on the part of the contractor, the State may terminate the contract for default. Furthermore, the State may require the contractor to reimburse any monies paid (pro rata based on the identified proportion of unacceptable products received) and any associated damage costs.

### 3.17 Payment of Invoices

The State will pay all invoices after approval of the payment by the contract manager and receipt of the invoice and deliverables by the State. The contract will be closed upon completion of the Contractor Performance Evaluation. A copy of the Contractor Performance Evaluation is included in Section Nine (Attachment 9.9).

### 3.18 Payment of Interest

Under no condition will the State be liable for interest payments on any unpaid balances owed the contractor for any reason under a contract awarded as a result of this RFP.

### 3.19 Termination for Default

If the contractor refuses or fails to perform the work, or any separable part thereof, with such diligence as will ensure its completion within the written contracted time frame, the State may, by written notice to the contractor, terminate the right to proceed with the work or such part of the work as to which there have been delays. This clause does not restrict the State termination right under the general contract provisions of Appendix A.

### 3.20 Contract Changes

During the course of performing the work required by this contract, the contractor may be required to perform additional work within the general scope of the contract. At such time as additional work is required, the State shall forward to the contractor a description of the work to be accomplished and request that a proposal be offered within a given time period.

No work shall commence by the contractor without written authorization from the State.

**PROPOSAL AND CONTRACT INFORMATION  
UNIQUE TO THIS RFP**

**SECTION FOUR**

**4.1 Interviews**

The Proposal Evaluation Committee (PEC), described in Section 7.1 of this document, reserves the right to interview contractors regarding their proposal. The interview may be conducted in person, by telephone or teleconference. The interviews provide the contractor with an opportunity to clarify the proposal to the PEC and to ensure a mutual understanding of its content. The issuing office will schedule these interviews if they are deemed necessary.

**4.2 Oral Presentations**

The evaluation committee reserves the right to require selected contractors to make an oral presentation of their proposal. Such presentations provide the contractor with an opportunity to clarify the proposal and to ensure a mutual understanding of its content. The issuing office will schedule these presentations if they are deemed necessary. Any cost associated with this presentation will be borne by the potential contractor.

**4.3 Hazardous Waste Contracts**

A legislative staff member may not solicit or receive a contract concerning hazardous waste from a State agency or department other than the legislature during the interim following a session in which the person worked. (AS 24.60.045)

## BACKGROUND INFORMATION

## SECTION FIVE

5.1 History of the Project

On March 24, 1989, the T/V Exxon Valdez ran aground on Bligh Reef in Prince William Sound spilling 11 million gallons of North Slope crude oil, making this the largest spill in United States history. The magnitude of the efforts of the State and Federal Governments, the public and Exxon to contain and clean up the oil, rescue oiled birds and sea otters, and study the effects of the spill was unprecedented.

During the first summer after the spill, the State and Federal Trustee agencies planned and mobilized the Natural Resource Damage Assessment field studies to determine the nature and extent of the injuries that were sustained in the oil spill area. In the latter part of 1989, the Trustee agencies, with the assistance of the Environmental Protection Agency, initiated restoration planning activities to identify restoration options and procedures and to implement restoration science and feasibility studies and projects for 1990, 1991, and 1992.

The restoration-related activities conducted by the Exxon Valdez Oil Spill Trustees to date have involved the public, technical experts and resource managers, from agencies in Alaska. Through these preliminary scoping efforts, a broad array of ideas for restoration have been suggested. These ideas are being evaluated by the Trustees' Restoration Planning Working Group. The results of this evaluation, which incorporates what has been learned to date from damage assessment and restoration studies, are presented as restoration options found in the EXXON VALDEZ Oil Spill Restoration, Volume I Restoration Framework (Exxon Valdez Oil Spill Trustees, 1992). After further technical review and consideration of public comments on the Restoration Framework, the restoration options will be considered by the Trustees' Restoration Planning Working Group in developing restoration alternatives which will be presented to the public as the EXXON VALDEZ Oil Spill Restoration Plan. These restoration alternatives also will be analyzed for their potential consequences, if implemented, and ultimately be included in an EXXON VALDEZ Restoration Program Environmental Impact Statement. Both the Restoration Plan and associated Environmental Impact Statement will be published in the Spring of 1993.

There is an immediate need for technical editing of the Draft Restoration Plan. It will be the primary purpose of this contract to provide editing support (to include writing and the development of art and graphic layouts) to the Trustees' Restoration Planning Working Group as they prepare the Draft Restoration Plan. Other requirements are described Section 6.0 Scope of Work.

## SCOPE OF WORK

## SECTION SIX

## 6.0 Scope of Work

6.1 TASK

The task under this scope of work is to provide editorial support to assist the Trustees' Restoration Planning Working Group (RPWG) in the production of the Draft Restoration Plan. The Draft Restoration Plan is envisioned to include the sections below (see Section 6.2) and will likely total 300 pages. The successful contractor will be expected to provide a full complement of editorial skills (see Section 8.2 Qualifications and Experience) and perform the following duties:

- 1) participate in RPWG meetings to become familiar with and contribute to the Group's discussions regarding the Draft Restoration plan. The respondent should anticipate attending bi-weekly meetings at Restoration Planning Office (645 "G" Street, Anchorage Alaska), (approximately 200 hours for this task);
- 2) assist RPWG members as necessary with writing, editing, and producing various sections of the Draft Restoration Plan to improve quality, readability, and appearance (approximately 200 hours for this task);
- 3) edit and produce the Draft Restoration Plan. A separate procurement will be developed to facilitate completion of a Final Restoration Plan during the summer of 1993 (approximately 400 hours for this task);
- 4) work with RPWG and the Restoration Team to edit and produce interim products for distribution and presentation to the Trustee Council. It is anticipated that the Restoration Team and Trustee Council will want to preview parts of the Draft Restoration Plan prior to its publication on 1 March 1992 (approximately 200 hours for this task).

6.2 Outline of Draft Restoration Plan

- i. Cover Letter
- ii. Comment Sheet
- iii. Table of Contents
- iv. Executive Summary

I. Introduction

- A. Purpose of document
- B. Background
- C. Spending guidelines from civil settlement
- D. Relationships to restoration actions and plans with criminal restitution funds (both State and Federal shares)
- E. Relationship to companion document, the Draft Environmental Impact Statement

II. Summary of Public Comments on the Restoration Framework and Statement of Issues and Concerns

III. Injured Resources and Services

- A. Final version of criteria for selecting injured resources and services
- B. Summary tables/graphics<sup>1</sup> for resources and services that meet the injury criteria (see Restoration Framework, Chapter V)

IV. Evaluation of Restoration Options

- A. Final version of criteria and process for evaluating restoration options (see Restoration Framework, Chapter VI)
- B. How criteria will be applied
- C. Final version of criteria and process for screening habitat protection and acquisition options

V. Restoration Plan Alternatives

- A. Proposed action/Preferred alternative<sup>2</sup>
- B. Other alternatives

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<sup>1</sup> To include information on nature of injury in relation to the species' life history stage, geography of the injury, and the status and prospects for recovery.

<sup>2</sup> Description of the set of options and suboptions, including emphasis, timing and mechanisms (e.g., endowment).

VI. Implementation process for life of settlement

- A. Public participation
- B. Amendments to the final Draft Restoration Plan
- C. Development of annual work plans (i.e., selection of projects/studies in a given year)
  - 1. Requests for ideas and proposals
  - 2. Evaluation of prior actions
  - 3. Peer review
  - 4. Environmental compliance at project/site level

Appendices

- A. Descriptions of all options and suboptions
- B. Charter of public advisory group

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<sup>3</sup> More detailed descriptions than those presented in Restoration Framework, Appendix B.



## EVALUATION CRITERIA AND CONTRACTOR SELECTION SECTION SEVEN

7.1 PROPOSAL EVALUATION

All proposals received by the deadline will be evaluated. A proposal deemed non-responsive by the PEC will be rejected immediately and will not be scored. The Proposal Evaluation Committee (PEC) will consist of qualified persons selected at the discretion of the Department. A copy of the proposal evaluation form entitled Appendix D is found as Attachment 9.7. The PEC will recommend to the Commissioner of Environmental Conservation the proposal most closely meeting the requirements of the RFP. The committee is not required by law to choose the lowest cost proposal. The final selection rests with the Commissioner. The most qualified proposal will be chosen on the basis of points scored. The following criteria will be used to evaluate the proposals.

1. The lowest cost proposal will be scored as follows. After adjustments for qualified Alaska bidders (see Sections 2.10 and 2.11), the lowest cost proposal receives 40 points, the maximum number of points allocated to cost. The remaining proposal costs will be ranked by the formula below.

$$\frac{(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})}{\text{Price of proposal under consideration}}$$

= Price Points for Proposal Under Consideration

2. Qualified Alaska bidders (see Section 2.11) shall have ten points added to their total score at the bottom of the score summary sheet, see Attachment 9.7.
3. A maximum of 90 points shall be awarded by the PEC. These points plus the qualified Alaska bidder points shall constitute the total score for the proposal. Under no circumstance shall any score total higher than 100 points. The respondent with the highest score shall be selected by the PEC.
4. Scoring:

	<u>Possible Score</u>
1. Organization and Management Approach	10
2. Qualifications and Experience	30
3. Proposed Methods to Complete Tasks	10
4. Cost	<u>40</u>
	90

5. The evaluation committee reserves the right to require selected contractors to make an oral presentation of their proposal. Such presentations provide the PEC with an opportunity to clarify the proposal and to ensure a mutual understanding of its content. The issuing office will schedule these presentations if they are deemed necessary. Proposals may be disqualified if they are not completely filled out and no explanation is given.

The final score for each proposal will be obtained by averaging the score from all the reviewers. A reviewer will be exempt from reviewing any proposals where a conflict of interest may exist. In that event, the remaining reviewers' scores will be averaged to obtain the final score.

The committee shall make their recommendation to the Commissioner of Environmental Conservation for selection of the proposal which most closely meets the requirements of this RFP. The committee is not required by law to choose the lowest cost proposal.

The final selection rests with the Commissioner. If contract negotiations are unsuccessful with the primary awardee, the issuing office may either cancel the RFP or negotiate with the respondent who submitted the next best proposal, as determined by the rating system discussed above.

After completion of the evaluation process, the Department will issue a Notice of Intent to Award to all respondents. This notice will contain the names and addresses of all the respondents including the intended recipient of the contract.

The contents of the RFP and the contents of the successful bidder's response proposal as accepted by the contract officer may become an integral part of the contract and its contents may become obligations if deemed necessary by the issuing office. Additional conditions shall be included by negotiation in the final approved contract. Please note that if the RFP or proposal conflicts with standard terms and conditions, the standard terms and conditions shall prevail.

Contractors whose proposals are not selected will be given the opportunity to be debriefed should they so request. The Procurement Officer will schedule the time and location of the debriefing.

## PROPOSAL FORMAT AND CONTENT

## SECTION EIGHT

## INSTRUCTIONS FOR PREPARATION OF PROPOSALS

8.1 General

The bid response proposal as prepared and submitted by the bidder is the Department's primary vehicle for obtaining essential information on which contract award decisions are based.

The proposal shall be set up in three distinct parts, a technical proposal, cost proposal, and a folder including samples of the bidder's prior work, each to be submitted under separate cover.

Each bidder submitting a proposal shall mail or deliver the proposal as outlined in Section 1.4 of this RFP.

The technical proposal will include information on organization, management, experience and references, qualifications of personnel, proposed methods of completing the tasks as outlined in Section 6.1 of this RFP.

Contracts cannot be issued for any work, goods, or services, unless the proposer, either prior to or with the proposal submission, has disclosed the names and addresses of all its employees that are members of or are working for the Alaska State Legislature, as mandated by AS 24.60.045. The contract officer reserves the right to obtain any information deemed necessary to determine the ability of the proposer to supply the level of service the State expects from a contractor. This includes information needed to evaluate the financial capability of the proposer to complete the requirement of the RFP and to confirm the status of the proposer as a qualified Alaska bidder.

8.2 Technical Proposal Format

## A. General

Technical proposals shall be prepared on standard 8 1/2" X 11" paper, with the exception of the timeline chart, which must have one dimension no longer than 11", but may be a folded insert. This will count as one page. A computer printout will be accepted. The proposals should be prepared in a straight forward, concise manner. Brochures will not be included.

Technical proposals are to be bound in one volume with a table of contents and clearly divided sections as presented below.

## B. Technical Proposals

Technical proposals shall not exceed 10 pages (10 pieces of paper and utilizing only one side of the page) in length including title page, table of contents, addenda, supporting documents, etc., and are to include the following sections:

### 1. Organization and Management Approach.

This section shall include information on the consulting firm, each subcontractor, and team member. It shall indicate on which task each member will be assigned. A description of project considerations and problems perceived by the proposer in dealing with the management of activities shall be provided. This section shall include the proposer's approach to planning, organization, and management, including approaches to meeting project objectives, budgets, schedules, and managing the information gathered in the performance of these activities.

### 2. Qualifications and Experiences.

The bidding firm should indicate what prior experience they have related to the scope of work outlined in Section Six of this RFP. Prior experience with Alaska State or Federal governments should be listed. References and contacts for prior projects of a similar nature should be included. Resumes of key personnel shall be included in this section.

### 3. Proposed Methods to Complete Tasks.

It is in this section that the bidder should discuss in detail plans for accomplishing the task. Section 6.2 lists specific action points. The bidder is encouraged to offer innovative methods for accomplishing this project as long as it is in keeping with existing law and the intent of this RFP.

## 8.3 Cost Proposal Format

The costs for professional services, general administrative overhead, travel costs, and other direct costs will be considered in selection for this procurement. The cost proposal sheets provided must be used (Appendix C, Attachment 9.4).

The proposed costs will be the basis for invoice approval during the contract period by the awardee. All costs for handling, profit, and/or other markups must be shown on the cost proposal form. If an invoice submitted during the course of the contract is inconsistent with the cost proposal it will be rejected. Some of the work shown in Section 6.1 may be subcontracted. The proposer should reflect the

cost of the subcontractors as accurately as possible. Detailed costs for subcontractors will be established during contract negotiations with the awardee. If these costs are not commensurate with those in the proposal, the Department will declare negotiations unsuccessful and, at the option of the Department, begin negotiations with the next highest scoring proposer.

Travel and per diem will not be paid at rates exceeding those available to State employees.

The following are specific instructions for completing the Cost Proposal Form contained in Appendix C (Attachment 9.4)

Part 1 - Fill in the name of the firm making the proposal.

Part 2 - LABOR COSTS - The hourly rates for each labor category must be shown. An explanation of labor categories is given in Appendix F. All overhead, fringe, and indirect costs as defined below are to be included in the hourly rate. Multiply the hourly rate times the number of hours specified on the form to get the Cost per Labor Category. Add these together for a subtotal. Multiply the subtotal by any percentages for handling, profit, and/or other markups. Add these costs to the subtotal to get the total for Labor Costs.

Labor Costs - The sum of all gross salary costs or hourly wages paid personnel for the time they are productively engaged in direct work necessary to fulfill the terms of the agreement between the Department and the contractor.

Salary Overhead - The legal and customary fringe benefits such as social security, vacation pay, sick pay, holiday pay, pension, medical and dental insurance, workman's compensation taxes, and other insurance. A description of each professional labor category appears in Appendix E (Attachment 9.11).

General and Administrative Overhead - These are the costs which are not easily distributed among individual projects, such as non-project payroll, rents, telephone, utilities and maintenance, employee training and education, office supplies and services, and insurance.

Management at a higher level than project leader are not to be considered in the direct employee-hours level-of-effort required, but should be considered as overhead.

Part 3 - TRAVEL COSTS - The travel costs have been established by the Department on the Cost Proposal Form. Multiply the subtotal by any percentages for the handling, profit, and/or other markups. Add these costs to the subtotal to get a total for travel.

Part 4 - OTHER DIRECT COSTS - A description of the specific individual items must be presented along with their costs.

Part 5 - Add up the totals from Parts 2-4 to obtain the Grand Total.

#### 8.4 Samples of Prior Work

Samples of prior work done by the bidder(s) shall be included. While samples of all types of prior work may be included, those most closely approximating the type of work desired by the Trustees will receive the most attention. Originals need not be included unless there is a significant visual value of the document. None will be returned.

## ATTACHMENTS

## SECTION NINE

## LIST AND DESCRIPTION OF ATTACHMENTS

All of the attachments listed below are required at some point in this project.

The respondent must complete and return with the proposal some of the attachments. Others are for contractor information and do not need to be returned with the response. At the end of each description there is a statement concerning the respondents required action, if any.

9.1 Standard Agreement Form

This is a pre-printed form which serves as the face of the contract. Changes are subject to approval by the Department of Law. It is included for contractor information and does NOT need to be returned with the proposal.

9.2 Appendix A

This is a pre-printed form with terms and conditions for all professional service contracts. Changes are subject to approval by the Department of Law. It is included for contractor information and does NOT need to be returned with the proposal.

9.3 Appendix B

This is pre-printed form which must be included to define the insurance requirements for the contract. All changes to the insurance appendix require the approval of DOA/Division of Risk Management. This appendix is provided in the RFP document for contractor information, BUT PROOF OF INSURANCE MUST BE ON FILE BEFORE WORK COMMENCES.

9.4 Cost Proposal

This form has been developed specifically for this project and is to ensure a standardization of response from all potential contractors. This form MUST be completed and returned in the Cost Proposal portion of the proposal.

9.5 Notice of Intent to Award

This is a pre-printed form and is included for contractor information. It does NOT need to be returned with the proposal.

#### 9.6 Valid Alaska Business License Proof

This is a pre-printed form. It must be returned with the proposal for the prime contractor, all subcontractors and if a joint venture for all parties to the joint venture. This form **MUST** be included in the cost proposal portion of the response.

#### 9.7 Proposal Evaluation

A proposal evaluation form which states each evaluation criteria and weight has been developed. This form will be used by members of the performance evaluation committee to prepare their proposal evaluations. This form is for contractor information and does **NOT** need to be returned with the proposal.

#### 9.8 Alaska Bidder Certification and Qualification Form

This is a pre-printed form. It must be returned with the proposal for the prime contractor, and, if a joint venture; for all parties to the joint venture. This form **MUST** be included in the cost proposal portion of the response.

#### 9.9 Contractor Performance Evaluation

This is a pre-printed form and is provided for contractor information. It does **NOT** need to be returned with the proposal. The project manager must complete this form prior to contract closure.

#### 9.10 Solicitation & Procurement Fact Sheet

This is a pre-printed form and is provided for contractor information. It does **NOT** need to be returned with the proposal. The project manager must complete this form prior to contract signature.

Copies of the forms referenced above follow. Please check for each form, if any are missing please contact the issuing office (Section 1.2) for replacement.

With the exception of the cover page all pages are numbered, if any are missing please contact the issuing office (Section 1.2) for replacements.



# STANDARD AGREEMENT FORM

1. Agency Contract Number	2. ASPS Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number		6. Alaska Business License Number	
This contract is between the State of Alaska,			
7. Department of	Division	hereafter the State,	
8. and,			
hereafter the Contractor			
Mailing Address	Street or P.O. Box	City	State ZIP + 4
<p>9. <b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>ARTICLE 2. Performance of Service:</b></p> <p>2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p><b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins _____, and ends _____.</p> <p><b>ARTICLE 4. Considerations:</b></p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$ _____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
10. Department of		Attention: Division of	
Mailing Address		Attention:	
<b>11. CONTRACTOR</b>		<p>13. <b>CERTIFICATION:</b> I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the variety, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815 - 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	Employer ID No. (EIN) or SSN		
<b>12. CONTRACTING AGENCY</b>		<p>Signature of Head of Contracting Agency or Procurement Officer</p> <p>Date</p>	
Department/Division			
Date			
Signature of Project Director			
Typed or Printed Name of Project Director			
Title		Typed or Printed Name of Authorizing Official	
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. Inspection and Reports.

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

## Article 3. Disputes.

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

## Article 4. Equal Employment Opportunity.

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

## Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. The State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

## Article 6. No Assignment or Delegation.

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

## Article 7. No Additional Work or Material.

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

## Article 8. Independent Contractor.

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

## Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all 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. 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.

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

## Article 12. Conflicting Provisions.

Unless specifically amended and approved by the department of Law the General Provisions of this contract supersede any provisions in other appendices.

## 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, contingent fee, or brokerage 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.

## **APPENDIX B'**

### **INDEMNITY AND INSURANCE**

#### **Article 1. Indemnification**

The contractor shall indemnify, save harmless and defend the state, its officers, agents and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission or negligent act of the contractor, subcontractor or anyone directly or indirectly employed by them in the performance of this contract.

All actions or claims including costs and expenses resulting from injuries or damages sustained by any person or property arising directly or indirectly from the contractor's performance of this contract which are caused by the joint negligence of the state and the contractor shall be apportioned on a comparative fault basis. Any such joint negligence on the part of the state must be a direct result of active involvement by the state.

#### **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 30 day prior notice of cancellation, nonrenewal or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the contractor's services.

**2.1. Workers' Compensation Insurance:** The contractor shall provide and maintain, for all employees of the contractor engaged in work under this contract, Workers' Compensation Insurance as required by AS 23.30.045. The contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than \$100,000 per person, \$100,000 per occurrence. Where applicable, coverage for all federal acts (i.e. U.S.L. & H. and Jones Acts) must also be included.

**2.2. Comprehensive (Commercial) General Liability Insurance:** with coverage limits not less than \$300,000 combined single limit per occurrence and annual aggregates where generally applicable and shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.

**2.3. Comprehensive Automobile Liability Insurance:** covering all owned, hired and non-owned vehicles with coverage limits not less than \$100,000 per person/\$300,000 per occurrence bodily injury and \$50,000 property damage.

## ATTACHMENT 9.4 APPENDIX C

## COST PROPOSAL SHEET - PHASE (page 1 of 2)

ASPS # 93 0065

1. NAME OF PROPOSER/FIRM \_\_\_\_\_

2. LABOR COSTS Hourly Rate X No.of Hrs = Cost per Labor Category

Level 4	_____	_____	_____
Level 3	_____	_____	_____
Level 2	_____	_____	_____
Level 1	_____	_____	_____
Clerical	_____	_____	_____

Subtotal \_\_\_\_\_

Subtotal \$ \_\_\_\_\_

Subtotal \$	_____	X	_____	% handling	= \$	_____
Subtotal \$	_____	X	_____	% profit	= \$	_____
Subtotal \$	_____	X	_____	% markup	= \$	_____
Subtotal \$	_____	X	_____	% other	= \$	_____
Subtotal \$	_____	X	_____	% other	= \$	_____

Total Labor \$ \_\_\_\_\_

3. TRAVEL

Per Diem (@ \$80/day)

Air Fare

Car Rental

Parking/Misc.

Subtotal

Subtotal \$	_____	X	_____	% handling	= \$	_____
Subtotal \$	_____	X	_____	% profit	= \$	_____
Subtotal \$	_____	X	_____	% markup	= \$	_____
Subtotal \$	_____	X	_____	% other	= \$	_____
Subtotal \$	_____	X	_____	% other	= \$	_____

Total Travel \$ \_\_\_\_\_



STATE OF ALASKA  
**NOTICE OF INTENT TO AWARD**

1. Name of Program, Project, or Service (Use RFP Title)		2. Date of Award
3. Authority Number(s)	4. Name of Procurement Officer	
<p>The names below are a tabulation of responses with the apparent successful Contractor indicated. This listing constitutes final notice of Intent to award the contract(s) provided no amendment is subsequently issued by the State and provided no appeal of the award(s) stated hereon is received from an aggrieved respondent during the ten days following the date of this form. Any respondent for which an award is indicated is hereby instructed not to proceed until an appropriate and approved contract document has been issued by the State. In the event contract negotiations are unsuccessful, the using office may either cancel the RFP or negotiate with the next best ranked respondent(s).</p>		
5. Name and Address of Apparent Successful Contractor		
6. Names and Addresses of All Other Respondents (in alphabetical order)		

## NOTICE OF INTENT TO AWARD ENTRY DEFINITIONS

1. The name of the project, program or service.
2. The date of award (issue date of form to all respondents).
3. The Authority to Seek Professional Services (ASPS) number assigned by Department of Administration (DOA) for procurements over \$25,000.
4. Name of procurement officer. The person responsible for contractor selection. If there are appeals they should be addressed to this person.
5. Apparent successful contractor(s).
6. All other respondent's names.

Attachment 9.6

VALID ALASKA BUSINESS LICENSE PROOF

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

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

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

Does your business possess a valid Alaska Business License?

[       ] Yes

[       ] No

\_\_\_\_\_  
(Person) Company Submitting Bid

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Alaska Business License Number (or) attach one of the acceptable forms of evidence.

PROPOSAL EVALUATION FORMS  
ASPS # 93 0065  
(Page 1 of 2)

Contractor: \_\_\_\_\_

Reviewer: \_\_\_\_\_

SCORE SUMMARY

<u>Category</u>	<u>Maximum Score</u>	<u>Awarded Score</u>
1. Organization/Management Approach	10	_____
2. Qualifications and Experience	30	_____
3. Proposed Methods to Complete Tasks	10	_____
4. Cost Proposal	40	_____
	90	Sub Total _____
Qualified Alaska Bidder	10	_____
	100	Total _____
Rank		_____



07

PROPOSAL EVALUATION FORMS  
ASPS # 93 0065  
(Page 2 of 3)

Contractor: \_\_\_\_\_

Evaluator: \_\_\_\_\_

Points  
Awarded

1. Organization/Management Approach (Pts 10)

Has proposed a functional management approach to receive input from RPWG, identify tasks, planning and scheduling techniques, track costs, provide accountability, billing procedures, problem identification and resolution.

\_\_\_\_\_

2. Qualifications and Experience (Pts 30)

Educational background and training.

Familiarity with Alaskan and Prince William Sound natural resources and/or services.

Prior experience:

writing  
layouts  
covers  
charts  
graphics

Prior experience editing natural/social science writing.

Quality of prior work based on samples submitted.

References.

\_\_\_\_\_

PROPCSAL EVALUATION FORMS  
ASPS # 93 0065  
(Page 3 of 3)

Contractor: \_\_\_\_\_

Evaluator: \_\_\_\_\_

3. Proposed Methods to Complete Tasks (Pts 10)

Discusses how each task (Sec 6.1) will be  
approached. Does it appear feasible?

What desktop publishing software will be  
utilized?

Does it allow for RPWG input and consultation?

4. Cost Proposal (Pts 40)

TOTAL POINTS (Pts 90 max)

Attachment 9.8

ALASKA BIDDER CERTIFICATION AND QUALIFICATION FORM

This form must be completed and returned as a part of your response to this solicitation.

Alaskan bidder is defined by statute. (AS 36.30.170)

An "Alaskan Bidder" is a person (firm) who:

- (1) holds a current Alaska business license;
- (2) submits a bid for goods, services or construction under the name as appearing on the person's (firm's) current Alaska business license;
- (3) has maintained a place of business within the State staffed by the respondent or an employee of the respondent for a period of six months immediately preceding the date of the solicitation;
- (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 or is a partnership, and all partners are residents of the state;
- (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) of this subsection.

Does your business qualify for the Alaska bidder's preference?

[ ] Yes [ ] No

\_\_\_\_\_  
(Person) Company Submitting Bid

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Alaska Business License Number



## CONTRACTOR PERFORMANCE EVALUATION

				1. Agency Contract Number																			
				2. Authority Number																			
3. Department		Dept. No.	4. Division		5. Service Code(s)																		
6. Amount of Original Authority \$		7. Amount of Contract (Original) \$		8. Total Amounts of Amendments (If Any) \$	9. Number Submitted																		
10. Final Amount of Contract \$			11. Name of Contractor																				
12. Name of Program, Project or Service			13. Vendor Number																				
<p>14. Were any changes made in the contract to:</p> <table style="width: 100%;"><tr><td style="width: 80%;">A. Increase the cost?</td><td style="width: 10%; text-align: center;"><input type="checkbox"/> No</td><td style="width: 10%; text-align: center;"><input type="checkbox"/> Yes</td></tr><tr><td>B. Extend the period of performance?</td><td style="text-align: center;"><input type="checkbox"/> No</td><td style="text-align: center;"><input type="checkbox"/> Yes</td></tr><tr><td>C. Revise budget amounts?</td><td style="text-align: center;"><input type="checkbox"/> No</td><td style="text-align: center;"><input type="checkbox"/> Yes</td></tr><tr><td>D. Increase the scope of work?</td><td style="text-align: center;"><input type="checkbox"/> No</td><td style="text-align: center;"><input type="checkbox"/> Yes</td></tr><tr><td>E. Decrease the scope of work?</td><td style="text-align: center;"><input type="checkbox"/> No</td><td style="text-align: center;"><input type="checkbox"/> Yes</td></tr></table> <p style="text-align: center;">If you answered yes to any of questions 14-A thru 14-E, explain on reverse.</p>						A. Increase the cost?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	B. Extend the period of performance?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	C. Revise budget amounts?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	D. Increase the scope of work?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	E. Decrease the scope of work?	<input type="checkbox"/> No	<input type="checkbox"/> Yes			
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E. Decrease the scope of work?	<input type="checkbox"/> No	<input type="checkbox"/> Yes																					
<p>15. In the performance of the contract, did the contractor:</p> <table style="width: 100%;"><tr><td style="width: 80%;">A. Exercise reasonable cost and quality controls in accomplishing the contract objective?</td><td style="width: 10%; text-align: center;"><input type="checkbox"/> No</td><td style="width: 10%; text-align: center;"><input type="checkbox"/> Yes</td></tr><tr><td>B. Carry out the contract efficiently and in compliance with both the letter and spirit of it's intent?</td><td style="text-align: center;"><input type="checkbox"/> No</td><td style="text-align: center;"><input type="checkbox"/> Yes</td></tr><tr><td>C. Understand how to meet the State's requirements?</td><td style="text-align: center;"><input type="checkbox"/> No</td><td style="text-align: center;"><input type="checkbox"/> Yes</td></tr><tr><td>D. Assign competent individuals to administer the contract?</td><td style="text-align: center;"><input type="checkbox"/> No</td><td style="text-align: center;"><input type="checkbox"/> Yes</td></tr><tr><td>E. Perform all the requested services required to produce a satisfactory product?</td><td style="text-align: center;"><input type="checkbox"/> No</td><td style="text-align: center;"><input type="checkbox"/> Yes</td></tr><tr><td>F. Have any complaints about agency supervision?</td><td style="text-align: center;"><input type="checkbox"/> No</td><td style="text-align: center;"><input type="checkbox"/> Yes, explain _____</td></tr></table> <p style="text-align: center;">If you answered no to any of questions 15-A thru 15-E, explain on reverse.</p>						A. Exercise reasonable cost and quality controls in accomplishing the contract objective?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	B. Carry out the contract efficiently and in compliance with both the letter and spirit of it's intent?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	C. Understand how to meet the State's requirements?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	D. Assign competent individuals to administer the contract?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	E. Perform all the requested services required to produce a satisfactory product?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	F. Have any complaints about agency supervision?	<input type="checkbox"/> No	<input type="checkbox"/> Yes, explain _____
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F. Have any complaints about agency supervision?	<input type="checkbox"/> No	<input type="checkbox"/> Yes, explain _____																					
<p>16. Were contract costs reasonably commensurate with the benefits achieved? <span style="float: right;"><input type="checkbox"/> No <input type="checkbox"/> Yes</span></p> <p>17. Would you award State funds to this contractor to perform similar services in the future? <span style="float: right;"><input type="checkbox"/> No <input type="checkbox"/> Yes</span></p> <p>18. Was the contractor paid the total amount of the contract and any subsequent amendments? <span style="float: right;"><input type="checkbox"/> No <input type="checkbox"/> Yes</span></p> <p>If not, explain _____</p> <p>19. How was the contractor paid? <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____</p> <p>20. What is your opinion of this contractor on the following items on a scale of 1 (poor) to 10 (excellent):</p> <table style="width: 100%;"><tr><td style="width: 50%;">_____ A. The Firm</td><td style="width: 50%;">_____ D. Organization of Work</td></tr><tr><td>_____ B. Project Manager</td><td>_____ E. Quality of Product</td></tr><tr><td>_____ C. Other Consultant Staff</td><td>_____ F. Reasonableness of Cost</td></tr><tr><td></td><td>_____ G. Timeliness</td></tr></table> <p>21. Has the final project report been completed? <span style="float: right;"><input type="checkbox"/> No <input type="checkbox"/> Yes</span></p> <p>22. COMMENTS:</p> <div style="height: 100px;"></div>						_____ A. The Firm	_____ D. Organization of Work	_____ B. Project Manager	_____ E. Quality of Product	_____ C. Other Consultant Staff	_____ F. Reasonableness of Cost		_____ G. Timeliness										
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_____ B. Project Manager	_____ E. Quality of Product																						
_____ C. Other Consultant Staff	_____ F. Reasonableness of Cost																						
	_____ G. Timeliness																						
23. Project Director's Name & Title		Signature		Date																			

14. Explain Yes responses to questions

thru 14-E here. Please identify the quest

umber.

15. Explain No responses to questions 15-A thru 15-E here. Please identify the question number.

## SOLICITATION AND PROCUREMENT FACT SHEET

## 2. ASPS Number

**5. Previous Authority Number(s)**

☐ Optional Renewal

☐ No    ☐ Yes \_\_\_\_\_  
Date

- O. Has a determination been filed and reported as to why award is to a nonresident? ☐ No ☐ Yes
- P. Have all appropriate determinations been made and been made part of the procurement file? ☐ No ☐ Yes
- Q. Was a Procurement Report form completed upon execution of the contract and submitted to the Division of General Services and Supply? ☐ No ☐ Yes

**8. Employer/Employee Relationship Questions**

- A. Will the contractor be subject to supervision by agents, officials, or employees of the State? ☐ No ☐ Yes
- B. Will the State retain the right to specify the hours (e.g., start/stop times, minimum/maximum hours, days of week, etc.) during which the contractor is to accomplish the work required by the agreement? ☐ No ☐ Yes
- C. Will the State retain the right to specify the order or sequence in which the tasks involved will be accomplished? ☐ No ☐ Yes
- D. Will the State supply tools and materials necessary for the contractor to accomplish the work to be done? (Write "Not Applicable" if no tools and/or materials are involved in the work to be done.) ☐ No ☐ Yes
- E. Are the contractor's services available only to the State and not to the general public? ☐ No ☐ Yes
- F. Will the contractor be required to have a valid Alaska Business License? ☐ No ☐ Yes
- G. Will the proposed agreement bind the contractor to comply with the general policies and procedures governing the behavior of State employees? ☐ No ☐ Yes
- H. Is the contractor related to any State official or employee associated with this contract in a business or private personal sense? ☐ No ☐ Yes

**Explanation necessary if employer/employee relationship may exist:**

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**NOTE: If an employer/employee relationship does not exist, a contract may be negotiated.**

**CERTIFICATION:** I certify that all information is true and that I have complied with all requirements and regulations.

9. Project Director Name and Title	Signature	Date
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**ATTACH TO SIGNED CONTRACT ONLY**