



STATE OF ALASKA
Department Of Military & Veterans Affairs
Division of Administrative Services
P.O. Box 5800
Ft. Richardson, Alaska 99505

Request For Proposals
RFP 2011-0900-9714

Date of Issue: July 27, 2010

Offers Close: August 18, 2010

Title and Purpose of RFP:
National Guard Alaska Environmental Training Plan Project

Purpose: Identify a contractor to develop an Environmental Training Plan for the NGAK-FMO-EV that integrates appropriate environmental, safety and transportation areas resulting in an integrated and complete training program.

Offerors Are Not Required To Return This Form.

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

Mark Ford
Procurement Officer
Department of Military & Veterans Affairs
Phone: 907-428-6026 / FAX: 907-428-7101
Email: mark.ford@alaska.gov

(Rev. 9-6-96)

Section One

Introduction and Instructions

1.01

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

Offerors must submit four (4) copies of their proposal, in writing, to the procurement officer in a sealed envelope with the cost element under separate cover. It must be addressed as set out below.

PROCUREMENT OFFICER

Mark Ford
Department of Military & Veterans Affairs
P.O. Box 5800
Ft. Richardson, AK 99505-5800
Voice: (907) 428-6026
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PROJECT DIRECTOR

Herbert "Gil" Guillory
Department of Military & Veterans Affairs
Facilities Management Office – Environmental Section

Proposals must be received no later than 2:00 pm, local time on August 18, 2010. Fax proposals are acceptable but not encouraged. DMVA will not be held responsible for an offeror's inability to transmit/submit its proposal via fax, regardless of reason or cause of fax transmittal failure. If faxing the proposal, only fax one copy. Oral proposals are not acceptable. An offeror's failure to submit their proposal prior to the deadline will cause their proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

PROCUREMENT OFFICER: Mark Ford- PHONE: (907)-428-6026 – FAX: (907)-428-7101 Email: mark.ford@alaska.gov

If you download this RFP from the State's "Online Public Notice" web site, you **must** register with the Procurement Officer listed above to receive updates and amendments.

1.02 Contract Term & Work Schedule

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

The term contract will be awarded for the period indicated, contingent upon the availability of public funding. The contract will be from approx. September 1, 2010 – May 31, 2011.

The approximate contract schedule is as follows:

[a] RFP Issue July 27, 2010

[b] Pre-proposal meeting – August 4, 2010 at 10am local time in Bldg 57024 at Camp Carroll, Ft. Richardson, Alaska.

[c] Amendment posted on the Public Notice Board by approx. August 10, 2010

[d] **Proposal Due Date/Time: 2:00pm; August 18, 2010** Late offers will not be accepted.

[e] Proposal Evaluation Committee complete evaluation by approx. August 20, 2010

[f] State issues Notice of Intent to Award a Contract August 20, 2010

[g] State issues contract September 1, 2010

[h] Contract starts September 1, 2010

1.03 Purpose

The State Department of Military & Veterans Affairs, Facilities Management Office, Environmental Section and the National Guard Alaska - Environmental (NGAK-EV) are soliciting detailed proposals for time, equipment, materials, and other direct costs related to work to develop an Environmental Training Plan that integrates appropriate environmental, safety and transportation areas resulting in an integrated and complete training program.

1.04 Budget

The Department of Military & Veterans Affairs, Facilities Management Office, Environmental Section, estimates the combined total amount of payments under all term contracts to exceed \$50,000. Any award(s) based upon this solicitation are contingent upon availability of funds.

1.05 Location of Work

Work is to be performed, completed, and managed at the State Department of Military and Veterans Affairs, Facilities Management Office – Environmental Section and the National Guard Alaska (NGAK) location at Fort Richardson, Alaska. The State will not provide work-space for the contractor.

1.06 Assistance to Offerors with a Disability

The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the NGAK Environmental Section at one of the following numbers no later than ten days prior to the deadline to make any necessary arrangements.

Telephone: (907) 428-6026

Fax: (907) 428-7101

Email: mark.ford@alaska.gov

1.07 Required Review

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

1.08 Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the issuing office, addressed to the project director. Telephone conversations must be confirmed in writing by the interested party. Two types of questions generally arise. One may be

answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

1.09 Amendments

If an amendment is issued it will be provided to all who were mailed a copy of the RFP and those that register with the Procurement Officer for down loaded RFPs from the State's "Online Public Notice" web site.

1.10 Multiple or 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.

1.11 Right of Rejection

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, State, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP. Offerors may not restrict the rights of the State or qualify their proposal. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

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

1.12 State Not Responsible for Preparation Costs

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

1.13 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 09.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

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.

1.14 Subcontractors

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

Subcontracting can be done in one of two ways:

(a) The subcontractor is included with this proposal in order for the offeror to meet minimum qualifications as outlined in Section 2.08 below, or;

(b) The offeror meets minimum qualifications under Section 2.08 and chooses to subcontract tasks under individual project proposals.

In either of these instances where the offeror is proposing the use of subcontractors, the relationship to the offeror, prime contractor, shall be described. The prime contractor shall provide support and guidance to the subcontractor and assumes responsibility for insuring subcontractor staff are qualified to complete the tasks. The prime contractor assumes responsibility for subcontractor's compliance to the terms of the term contract and performance under any NTP issued.

If a proposal with subcontractors under (a) above is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of notification of the award:

[a] complete name of the subcontractor,

[b] complete address of the subcontractor,

[c] type of work the subcontractor will be performing,

[d] evidence, as set out in the relevant section of this RFP, that the subcontractor holds a valid Alaska business license,

[e] a written statement signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information within the time set, may cause the State to consider their proposal non-responsive and reject the proposal.

If during the term of this contract, the prime contractor finds it necessary to replace subcontractor(s) identified in the original proposal, the State will consider such subsequent assignments or replacements, provided ten days written notice is given by the contractor and written approval is obtained from the DMVA Project Director or Procurement Officer prior to the commencement of any work by the recommended substitute subcontractor.

If an offeror intends to use subcontractors under (b) above for an individual project, the department reserves the right to approve or disapprove subcontractors for individual projects. If an offeror intends to use subcontractors for an individual project, the offeror must identify in their proposal the names of the subcontractors and the type and estimated percentage portion of the work the subcontractors will perform prior to the award of a Notice to Proceed (NTP) for each project. Subcontractor resumes and other information may also be required.

At the Department's discretion prior to the issuance of any NTP under this contract, three bids may be required for work subcontracted.

If during the execution of a specific project, the prime contractor finds it necessary to replace the original subcontractor(s), or at any time subcontractors fail to perform, the Department will consider subsequent assignments or replacements, and reserves the right to approve or disapprove the changes. If the prime contractor is unable to perform all requirements of the contract, set forth in this RFP, due to the subcontractor(s) inability to perform, or prime contractor and subcontractor's relationship terminates, leaving the prime contractor unqualified and therefore unable to perform all proposed tasks outlined in Section 5.01, this will be considered cause to terminate the term contract with the prime contractor.

Payment for subcontracted work, unless it is for professional services, for individual projects, may be on a fixed price or time and materials basis. At the Department's discretion, three bids may be required prior to the approval of any fixed price subcontractor bid for an individual project. Markup by subcontractors for administration or handling costs under a

time and materials subcontract must also be negotiated and approved prior to issuance of a Notice to Proceed.

Professional services may not be billed as a "lump sum" amount. Hourly rates and description of work accomplished along with costs incurred must be invoiced with adequate detail to document the work completed by the subcontractor. Prior to the issuance of an NTP under this term contract, an estimate of the time and costs for professional services under a subcontract must be provided and approved by the Department.

The contractor will pay all material and labor claims to subcontractors within 30 days of receiving payment for such claims from the Department.

1.15 Joint Ventures

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

1.16 Offeror's Certification

By signature on their proposal, offerors certify that they comply with;

[a] the laws of the State of Alaska;

[b] the applicable portion of the Federal Civil Rights Act of 1964;

[c] the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;

[d] the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government;

[e] all terms and conditions set out in this RFP;

[f] a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;

[g] 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; and

[h] that their offers will remain open and valid for at least 90 days.

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

1.17 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., employed by the State of Alaska) and, if so, the nature of that conflict. The Commissioner, Department of Military & Veterans Affairs, reserves the right to 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.

1.18 Right to Inspect Place of Business

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

1.19 Solicitation Advertising

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

1.20 News Releases

News releases related to this RFP will not be made without prior approval of the Commissioner of Military & Veterans Affairs or designee, and then only in coordination with the project director.

1.21 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.

1.22 Disputes

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

1.23 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.

1.24 Federal Requirements

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

SECTION TWO STANDARD PROPOSAL INFORMATION

2.01 Authorized Signature

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

2.02 Pre-proposal Conference

There will be a pre-proposal meeting scheduled on August 4, 2010 at 10:00am – 11am at Bldg. 57024, Camp Carroll, Ft. Richardson, Alaska 99505. Attendance is encouraged but not mandatory. Contact Mark Ford for possible updated location details at ph: 907-428-6026. If vendors cannot attend this meeting, please forward your questions in writing to the procurement officer so that they can be addressed at the pre-proposal meeting and responded to in any subsequent amendment. A teleconference call in number will be made available upon request when vendors register for this RFP.

NOTE: Ft. Richardson has a new security protocol (since Sept. 2009) such that visitors must have a day pass. Please coordinate with Mark Ford, ph: 907-428-6026 or email: mark.ford@alaska.gov or Kris Jedlicki, ph: 907-428-6874 or email: kris.jedlicki@alaska.gov 72 hours prior to the pre-bid date to apply for a pass.

2.03 Site Inspection

The State may conduct on-site visits to evaluate the offeror's capacity to perform the contract. Offerors must agree, at risk of being found non-responsive and having their proposal rejected, to provide the State reasonable access to relevant portions of their work sites. Site inspection will be made by individuals designated by the contracting officer or procurement officer at the State's expense. Pre-award site inspections are not reimbursable costs of contract performance (see section 1.12).

2.04 Amendments to Proposals

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

2.05 Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the State's rights under any contract resulting from the RFP will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

[a] if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

[b] if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

2.06 Clarification of Offers

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

the procurement officer or the proposal evaluation committee may be adjusted as a result of a clarification under this section.

2.07 Discussions with Offerors

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

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

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

2.08 Contractors Minimum Requirements

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

The contractor shall have successful past performance history with:

- Environmental management, safety and occupational health regulations, guidelines and subject matter
- NGAK rules and regulations
- eMS
- e-Learning development, classroom instruction and blended learning techniques.
- Database and learning management system development

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

2.09 Evaluation of Proposals

An evaluation committee made up of the project director, procurement officer or appointee, and at least one State employee, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in section seven of this RFP and any subsequent amendments.

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

2.10 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.

2.11 F.O.B. Point

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

2.12 Alaska Business License & Other Required Licenses

At the time the proposals are opened, all offerors must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. Proposals must be submitted under the name as appearing on the person's current Alaska business license in order to be considered responsive. 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. Offerors must submit evidence of a valid Alaska business license with the proposal. An offeror's failure to submit this evidence with the proposal will cause their proposal to be determined non-responsive. 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 with the correct NAICS code;
- (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.
- Mining licenses issued by Alaska Department of Revenue.

2.13 Application of Preferences

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaskan Bidder and Offeror preferences are the two most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the Department of Administration, Division of General Services' web site:

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

Alaska Products Preference - AS 36.30.332

Recycled Products Preference - AS 36.30.337

Local Agriculture and Fisheries Products Preference - AS 36.15.050

Employment Program Preference - AS 36.30.170(c)

Alaskans with Disability Preference - AS 36.30.170 (e)

Employers of People with Disabilities Preference - AS 36.30.170 (f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs; a list of individuals who qualify as persons with a disability; and a list of persons who qualify as employers with 50 percent or more of their employees being disabled. A person must be on this list at the time the bid is opened in order to qualify for a preference under this section.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the Employment Program Preference, Alaskans with Disability Preference or Employers of People with Disabilities Preference described above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the proposal is opened, and must provide the procurement officer a copy of their certification letter. Offerors must attach a copy of their certification letter to the proposal. The offeror's failure to provide the certification letter mentioned above with the proposal will cause the state to disallow the preference.

**2.14 5 Percent Alaskan Bidder Preference
2 AAC 12.260 & AS 36.30.170**

An Alaskan Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who:

- (a) holds a current Alaska business license;
- (b) submits a proposal for goods or services under the name on the Alaska business license;
- (c) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- (d) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the state; and
- (e) if a joint venture, is composed entirely of entities that qualify under (a)-(d) of this subsection.

Alaskan Bidder Preference Affidavit

In order to receive the Alaskan Bidder Preference, proposals must include a statement certifying that the offeror is eligible to receive the Alaskan Bidder Preference.

**2.15 Formula Used to Convert Cost to Points
AS 36.30.250 & 2 AAC 12.260**

The distribution of points based on cost will be determined as set out in 2 AAC 12.260 (c). 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 below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular RFP. See section SEVEN to determine the value, or weight of cost for this RFP.

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

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

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

[STEP 2]

Convert cost to points using this formula.

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

The RFP allotted 40% (40 points) of the total of 100 points for cost.

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

$$\begin{array}{r} \$40,000 \times 40 = 1,600,000 \div \$42,750 = 37.4 \\ \text{Lowest Cost} \quad \text{Max Points} \end{array} \quad \begin{array}{l} \text{Offeror \#2} \\ \text{Adjusted By} \\ \text{The Application Of} \\ \text{All Applicable} \\ \text{Preferences} \end{array} \quad \begin{array}{l} \text{Points} \end{array}$$

Offeror #3 receives 33.7 points.

$$\begin{array}{r} \$40,000 \times 40 = 1,600,000 \div \$47,500 = 33.7 \\ \text{Lowest Cost} \quad \text{Max Points} \end{array} \quad \begin{array}{l} \text{Offeror \#3} \\ \text{Adjusted By} \\ \text{The Application Of} \\ \text{All Applicable} \\ \text{Preferences} \end{array} \quad \begin{array}{l} \text{Points} \end{array}$$

**2.16 Alaskan Offeror's Preference
AS 36.30.250 & 2 AAC 12.260**

2 AAC 12.260(e) provides Alaskan offerors a 10 percent overall evaluation point preference. Alaskan Bidders, as defined in AS 36.30.170(b), are eligible for the preference. This preference will be added to the overall evaluation score of each Alaskan offeror. Each Alaskan offeror will receive 10 percent of the total available points added to their evaluation score as a preference.

EXAMPLE

Alaskan Offeror's Preference

[STEP 1]

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

Total number of points available - 100 Points

$$\begin{array}{r} 100 \times 10\% = 10 \\ \text{Total Points} \quad \text{Alaskan Offerors} \quad \text{Number of Points} \end{array}$$

[STEP 2]

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

Offeror #1 - 89 points

Offeror #2 - 80 points

Offeror #3 - 88 points

Offeror #2 and Offeror #3 each receive 10 additional points. The final scores for all of the offers are:

Offeror #1 - 89 points

Offeror #2 - 90 points

Offeror #3 - 98 points

Offeror #3 is awarded the contract.

2.17 Contract Negotiation

2 AAC 12.315 CONTRACT NEGOTIATIONS. After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in a conference room at the DMVA offices at Bldg. 57024, Camp Carroll, Ft. Richardson, Alaska 99505.. If the contract negotiations take place in Anchorage, Alaska, the offeror will be responsible for their travel and per diem expenses.

2.18 Failure to Negotiate

If the selected contractor:

- 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
- the contractor and the State, after a good faith effort, simply cannot come to terms,

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

2.19 Notice of Intent to Award (NIA) —Offeror Notification of Selection

After the completion of contract negotiations the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names and addresses of all offerors and identify the proposal selected for award. The scores and placement of other offerors will not be part of the NIA.

2.20 Protest

AS 36.30.560 provides that an interested party may protest the content of a solicitation (RFP). An interested party is defined in 2 AAC 12.990(a)(7) as "an actual or prospective bidder or offeror whose economic interest might be affected

substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

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

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

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

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

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

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

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, FAX or another method that provides evidence of receipt.

All offerors will be notified of any protests. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 9, "Legal and Contractual Remedies".

*NOTE: DMVA will not be held responsible for a protester's inability to submit a protest via fax, regardless of cause or reason of fax failure.

SECTION THREE

STANDARD CONTRACT INFORMATION

3.01 Contract Type

Firm Fixed Price

This will be a fixed price contract that obligates the contractor to performance at a specified price.

3.02 Contract Approval

This RFP does not, by itself, obligate the State. The State's obligation will commence when the contract is approved by the Commissioner of the Department of Military & Veterans Affairs, the commissioner's designate, or the procurement officer. 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 or work accomplished after the Notice to Proceed termination date.

3.03 Standard Contract Provisions

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

3.04 Proposal as a Part of the Contract

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

3.05 Additional Terms and Conditions

The performance period for this Contract shall not extend past May 31, 2011.

The State reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

3.06 Insurance Requirements

The successful offeror must provide proof of workers' compensation insurance and errors & omissions insurance prior to contract approval. The successful offeror must secure the insurance coverage required by the State. The coverage must be satisfactory to the 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 B2 (attached) for details on required coverage.

3.07 Bid Bond - Performance Bond - Surety Deposit

(requirement deleted)

3.08 Contract Funding

This contract is subject to federal program reimbursement. Completion of work must occur on or before May 31, 2011. The contract award is subject to the availability of funds.

3.09 Proposed Payment Procedures

The State will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. A ten percent (10%) retention (based upon the total NTE amount) may be withheld from the final payment on an individual project. The retention will be released upon acceptance of final project report by DMVA.

3.10 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Military & Veterans Affairs, the commissioner's designate or the procurement officer. 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 any work done, or pay for any work done, by the contractor, even work done in good faith, if it occurs prior to the Commissioner's, or her designate's, approval of the contract or after the NTP termination date.

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.

3.11 Informal Debriefing

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

3.12 Contract Personnel

Project team members will be negotiated on and appointed to each project. Any change of the project team members thus appointed must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract.

3.13 Inspection & Modification - Reimbursement for Unacceptable Deliverables

All work is subject to inspection, evaluation, and approval by the project director, or the project director's designee. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the project director determine that corrections or modifications are necessary in order to accomplish its intent, the project director may direct the contractor to make such changes. The contractor will not unreasonably withhold such changes.

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

3.14 Termination for Default

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

This clause does not restrict the State's termination rights under the contract provisions of Attachment 2 (Appendix A).

3.15 Liquidated Damages

(requirement deleted)

3.16 Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a

written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work.

Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400. The contractor will not commence additional work until the project director has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Military & Veterans Affairs; the Commissioner's designate, or the procurement officer.

3.17 Contract Invalidation

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

3.18 Nondisclosure and Confidentiality

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

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines (i) 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 (ii) 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).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

NONE NOTED AT THIS TIME

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.

SECTION FOUR

BACKGROUND INFORMATION

4.01 Background Information

The National Guard Alaska (NGAK) trains its employees and soldiers to accomplish their mission in a safe and environmentally friendly manner. With increased wartime missions reducing the time available to accomplish training and the dramatic change over of personnel that requires training more frequently, the NGAK-FMO-EV has decided to review current environmental training procedures and improve training processes. This contract will develop an integrated environmental, safety and transportation training plan that implements a blended learning (classroom and computer-based training (CBT)) approach. A well-trained workforce and accurate training reports will reduce costs to the NGAK-FMO-EV by increasing the efficiency of instructors, reducing the impact on daily operations, and lowering the risk of non-compliance, associated fines, and potential work-stoppage situations.

Agencies were first directed to develop and implement environmental management systems (EMS) by Executive Order (EO) 13148—Greening the Government Through Leadership in Environmental Management. *This order was signed by President William J. Clinton on April 21, 2000.*

This was superseded by Executive Order 13423—Strengthening Federal Environmental, Energy, and Transportation Management, which was signed by signed by President George W. Bush on January 24, 2007. It set the “policy of the United States that Federal agencies conduct their environmental, transportation, and energy-related activities under the law in support of their respective missions in an environmentally, economically and fiscally sound, integrated, continuously improving, efficient, and sustainable manner.” It set a variety of goals for Federal agencies to reduce energy consumption, increase the use of renewable energy, reduce water consumption, use sustainable environmental practices, reduce the purchase and use of toxic and hazardous materials, follow sustainable practices in building construction, reduce fleet consumption of petroleum-based fuel, and purchase electronically efficient equipment. Agencies were directed to use environmental management systems (EMS) to manage their environmental operations and activities and to ensure implementation of this executive order.

The Alaska Army National Guard (AKARNG) is currently not in compliance with directives outlined in the above Executive Orders. Both of the above EO’s require conformance with provisions of International Organization for Standardization (ISO) 14001, Environmental Management Systems. Completion of this training assessment will enable AKARNG to identify environmental awareness and competency training requirements for the force, the implementation of which will bring AKARNG into compliance with the referenced directives.

SECTION FIVE

SCOPE OF WORK

5.01 Scope of Work

The State Department of Military & Veterans Affairs, Facilities Management Office, Environmental Section and the National Guard Alaska - Environmental (NGAK-EV) are soliciting detailed proposals for time, equipment, materials, and other direct costs related to work to develop an Environmental Training Plan that integrates appropriate environmental, safety and transportation areas resulting in an integrated and complete training program.

1. OBJECTIVES: The objectives of the project are to:

- Obtain a systematic process that assures all existing and new regulatory requirements are covered properly by Joint Force Headquarters training courses.
- Define roles and responsibilities for students, supervisors and instructors.
- Obtain a “crosswalk table” for linking Environmental Protection Agency (EPA), Occupational, Safety and Health Administration (OSHA) and Department of Transportation (DOT) regulations to NGAK training courses according to positions, tasks and duties defined within a Unit or Facility at the NGAK-FMO-EV.
- Define what student and course information data fields to capture so that training certification and thorough course tracking reports are available to students, supervisors, instructors, commanders, regulators and can be used for use in other NGAK-FMO-EV data systems.
- Obtain a methodology for notifying and scheduling students for additional or refresher training as it is required.
- Obtain the logic and layout for CBT and classroom courses to be launched, scheduled and tracked from the NGAK Learning Management System (LMS).
- Obtain a Technical Requirement Document (TRD) that details the features, functionality, protocols and system requirements of the LMS and how it will interface with the NGAK-FMO-EV Intranet Portal.
- Obtain a training plan that meets the requirements of the NGAK-FMO-EV Environmental Management System (eMS).
- Improve environmental conditions and reduce hazards for personnel and the surrounding communities.

2. TASKS:

The contracting officer’s representative located in the Facilities Management Office Environmental (NGAK-FMO-EV) will provide project management and guidance. The descriptions of contractor’s tasks for this project are listed here in an approximate order of completion.

2.1 Project Startup:

Contractor will participate in a startup meeting held to conduct a needs analysis, review project objectives, transfer available materials, and establish project timelines. Attendees at this meeting will include key members of the contractor team and Alaska National Guard stakeholders of the project or their representatives.

2.2 Compliance Training Requirements Analysis (CTR):

Contractor will

- Examine applicable EPA, OSHA, DOT and other Federal, State, Local, DoD, Army, NGB and NGAK-FMO-EV regulations, SOPs, plans and guidelines to determine compliance requirements and associated training needs.
- Meet with subject matter experts within NGAK-FMO-EV Environmental, Safety, Logistics and environmental management systems (eMS) areas to determine needs and considerations to be included in the methodology and language of the training plan.
- Determine training requirements, certifications, and required update training that apply to commanders, soldiers and staff
- Determine roles and responsibilities for providing, measuring, reporting and recording training within the NGAK-FMO-EV.
- Display information in tables and flowcharts.

2.3. Consolidated Job/Task Survey & Analysis:

Contractor will:

- Collect and examine, as a minimum, three job/task training surveys conducted at other state ARNGs reviewing methodology and results. Emphasis should be on federal technician and State position descriptions and military occupational specialties (MOS),.
- Compare and analyze the NGAK-FMO-EV against the other organizations. Fill obvious and significant voids in NGAK-FMO-EV information by collecting the necessary information.
- Determine necessary information for identifying who requires training, what is that training, and how to provide that training.
- Determine information necessary about the supervisor, commander and JFMN program manager that have a responsibility or interest in ensuring that the student receives the training.
- Develop a simple process that defines who needs what training and summarize the findings in table format.

2.4. Training Courses Analysis and Recommendations:

Contractor will:

- Collect and examine current NGAK-FMO-EV training courses and those in development (all types available) that define Compliance Training Requirements (CTR).
- Summarize what CTR each course meets (If partial, state what part)
- Develop a list of training courses offered by other organizations, agencies or contractors that may help the NGAK-FMO-EV meet training requirements. This is a minimum list, not a comprehensive list.
- Create a “crosswalk” table for linking regulatory requirements to NGAK training courses according to positions, tasks and duties defined within a Unit or Facility. This table will serve as the basis for determining whom needs training, what training to provide, when to provide it, and how to provide it.
- Develop recommendations to improve the training process such as modifying or creating additional CBT, video or instructor-led training courses, using other training sources, or consolidating training. Recommendations should incorporate SCORM (Shareable Content Object Reference Model) standards into training processes and designs including those courses currently under design and/or part of this contract.
- Prioritize recommendations and provide cost estimates for each recommendation assuming accomplishment via contractor.

2.5 Record Keeping Systems Analysis & Recommendations: Contractor will:

- Define existing record keeping systems after meeting with instructors, supervisors, commanders and eMS representatives.
- Analyze the existing scheduling and certifying processes

- Provide recommendations for improving systems and processes.
- After FME response to recommendations:
 - Identify data fields necessary to create & maintain training records including information on scheduling, students, instructors, courses and completion.
 - Recommend which data should to be stored for historical purposes and the storage method.

2.6 Roles and Responsibilities Flow Chart: Contractor will:

- Create a flowchart that depicts the roles and responsibilities various personnel, positions and organizations play in the training and tracking process.
- Flowchart should also tie in the roles that the various data systems will play.

2.7 Learning Management System Integration and Technical Requirements Document (TRD): Contractor will:

- Meet with representatives from the Joint Force Headquarters to define system architecture and requirements.
- Create a TRD for further design and implementation of the LMS generally following the format of *Mil-Std 498 System/Subsystem Specification*
- Based on information gathered, determine the features and functionality required in the LMS and layout the logic and design for the LMS user interface in support of the training plan.
- Create a plan for active server integration between domain user accounts and the LMS
- Determine storage requirements and other various technical specifications required so that the LMS can be hosted and function properly within the NGA-K-FMO-EV Intranet Portal.
- Discuss integration of above information and recommendations into NGA-K-FMO-EV data management systems
- Define the tables and fields of data required about the student, unit, facility, course, instructor and commander.
- Develop layout and logic of the LMS user interface.
- Define integration with J6 Intranet Portal and domain user tables
- Provide recommendations for database and LMS integration.

2.8 Environmental Training Plan:

- Contractor will assemble all parts into an Environmental Training Plan with executive summary and overall recommendations.
- The Plan will follow a general format provided by FME that includes: identifying header, executive summary, applicability, table of contents, definitions, supporting documents, body of plan, any procedure steps necessary (list of steps in the procedure by individual, and action performed), process flow charts and tables, recommendation summary, and a plan revision summary block (to record changes FME makes to the plan).
- Contractor will submit plan for draft and final review (two paper copies and electronic copy in Microsoft format) incorporating FME comments before printing final copies.

3. DELIVERABLES: The contractor shall provide the following deliverables:

- 3-1 Monthly status reports of progress on tasks.
- 3.2 Draft Environmental Training Plan
- 3.3 Final Environmental Training Plan

4. PERFORMANCE PERIOD: The anticipated start date of this effort is September 2010. The period of performance is for approximately nine (9) months. Contractor will propose a work schedule to be finalized at the startup meeting.

SECTION SIX

PROPOSAL FORMAT AND CONTENT

6.01 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 follow the format set out in this RFP and provide all information requested.

6.02 Introduction

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

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

6.03 Understanding of the Project

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

6.04 Methodology Used for the Project

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

6.05 Management Plan for the Project

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

6.06 Experience and Qualifications

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

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

- a. title,
- b. resume,

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

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

6.07 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.

6.08 Alaska Offeror's Preference

If an offeror qualifies for the Alaskan Bidder Preference, the offeror will receive an Alaskan Offeror's Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

6.09 Evaluation Criteria

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

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

A proposal shall be evaluated to determine whether the offeror responds to the provisions, including goals and financial incentives, established in the request for proposals in order to eliminate and prevent discrimination in state contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, or disability.

6.10 Invoicing Procedures And Processing

The contractor will submit to the issuing office on a monthly basis a copy of the original project NTP with the invoice section completed. A brief letter report will accompany the invoice. The letter report must provide a project status update, explain the costs incurred and present an overview of the project schedule and budget projections. A reimbursable receipt summary table must be provided listing the receipt, description of receipt item, purpose, date and dollar amount. Billings will be submitted within sixty (60) days of work performed.

If total monthly charges do not exceed fifty dollars (\$50), an invoice billing will not need to be submitted for that month. However, a brief letter report should be submitted identifying the charges that will be carried over to next month's billing.

All non-expendable equipment and supplies that are purchased and managed as a direct expense for the project becomes State property and must be relinquished to the Department at the end of the project.

SECTION SEVEN

EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

7.01

Understanding of the Project (10 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- [d] Has the offeror demonstrated an understanding of the state's time schedule and the ability to meet it?

7.02

Methodology Used for the Project (10 Percent)

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 RFP?
- [b] How well does the methodology match and achieve the objectives set out in the RFP?
- [c] Does the methodology interface with the time schedule in the RFP?

7.03

Management Plan for the Project (10 Percent)

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 RFP?
- [b] How well is accountability completely and clearly defined?
- [c] Is the organization of the project team clear?
- [d] How well does the management plan illustrate the lines of authority and communication?
- [e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

- [f] Does it appear that the offeror can meet the schedule set out in the RFP?
- [g] Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- [h] To what degree is the proposal practical and feasible?
- [i] To what extent has the offeror identified potential problems?

7.04

Experience and Qualifications (20 Percent)

Proposals will be evaluated against the questions set out below:

Questions regarding the personnel:

- [a] Do the individuals assigned to the project have experience on similar projects?
- [b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- [c] How extensive is the applicable education and experience of the personnel designated to work on the project?

Questions regarding the firm:

- [d] How well has the firm demonstrated experience in completing similar projects on time and within budget?
- [e] How successful is the general history of the firm regarding timely and successful completion of projects?
- [f] Has the firm provided at least two letters of reference from previous clients?
- [g] If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror in items [a] through [f]?

7.05

Contract Cost (40 Percent)

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

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 Section 2.15.

7.06 Alaskan Offeror's Preference (10 Percent)

If an offeror qualifies for the Alaskan Bidder Preference, the offeror will receive an Alaskan Offeror's Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

SECTION EIGHT ATTACHMENTS

8.01

Attachments

1. Proposal Evaluation Form
2. Standard Agreement Form / Appendix A
3. Appendix B2
4. Notice of Intent to Award
5. Proposal Deliverable Checklist
6. Proposed Project Budget Form
7. Cost Quotation Sheet

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 _____

RFP Number _____

EVALUATION CRITERIA AND SCORING

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

Understanding of the Project—10 Percent

Maximum Point Value for this Section - 10 Points
100 Points x 10 Percent = 10 Points

Proposals will be evaluated against the questions set out below.

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

EVALUATOR'S NOTES _____

[b] How well has the offeror identified pertinent issues and potential problems related to the project?

EVALUATOR'S NOTES _____

[c] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

EVALUATOR'S NOTES _____

[d] Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR Understanding the Project: _____

Methodology Used for the Project—10 Percent

Maximum Point Value for this Section - 10 Points
100 Points x 10 Percent = 10 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 RFP?

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR the Methodology: _____

Management Plan for the Project—10 Percent

Maximum Point Value for this Section - 10 Points
100 Points x 10 Percent = 10 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 RFP?

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 RFP?

EVALUATOR'S NOTES _____

[g] Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?

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 the Management Plan: _____

Experience and Qualifications—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] Do the individuals assigned to the project have experience on similar projects?

EVALUATOR'S NOTES _____

[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

EVALUATOR'S NOTES _____

[c] How extensive is the applicable education and experience of the personnel designated to work on the project?

EVALUATOR'S NOTES _____

Questions regarding the firm;

[d] Has the firm demonstrated experience in completing similar projects on time and within budget?

EVALUATOR'S NOTES _____

[e] How successful is the general history of the firm regarding timely and successful completion of projects?

EVALUATOR'S NOTES _____

[f] Has the firm provided letters of reference from previous clients?

EVALUATOR'S NOTES _____

[g] If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for the offeror?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR Experience & Qualifications: _____

Contract Cost — 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 of the preferences referenced under Section 2.13.

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 Section 2.15.

EVALUATOR'S POINT TOTAL FOR Cost: _____

7.06 Alaska Preference — 10 Percent

Alaskan Bidders receive a 10 Percent overall evaluation point preference.
Point Value for Alaskan Bidders in this Section -- 10 Points
100 Points x 10 Percent = 10 Points

If an offeror qualifies for the Alaskan Bidder Preference, the offeror will receive an Alaskan Offeror's Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

EVALUATOR'S POINT TOTAL FOR 7.06 (either 0 or 10) _____

EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS _____

ATTACHMENT #2 STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

1. Agency Contract Number	2. ASPS Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of	Division		hereafter the State, and
9. Contractor			hereafter the contractor
Mailing Address	Street or P.O. Box	City	State ZIP+4
<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 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>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 alterations 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

7 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 a 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, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, and 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.
- a. 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, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

ATTACHMENT #3

APPENDIX B² INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewable or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

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

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



NOTICE OF INTENT TO AWARD A CONTRACT

Department of Military and Veterans Affairs
Division of Administrative Services
P.O. Box 5800
Ft. Richardson, Alaska 99505

THIS IS NOT AN ORDER

DATE ISSUED: _____

RFP NO.: 2011-0900-9714

RFP OPENING DATE:

RFP SUBJECT: NGAK Environmental Training Plan

CONTRACTING OFFICER: Mark Ford

SIGNATURE: _____

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.

Offerors that submitted a proposal:

- Company A
- Company B
- Company C

SUMMARY

Companies A, B & C submitted responsive offers that were evaluated by the proposal evaluation committee (PEC) members. However, Company A submitted the most advantageous proposal and is the apparent awardee.

The DMVA intends to enter into a contract with Company A for the procurement of the Alaska Army National Guard Environmental Decision Document per RFP 2011-0900-9714.

Contact Mark Ford, Contracting Officer at ph: 907-428-6026 or email: mark.ford@alaska.gov for additional information.

ATTACHMENT #5

PROPOSAL DELIVERABLE CHECKLIST

The following items are required to be provided by the Offeror before or at the time of the response to this solicitation (by 2pm August 18, 2010)

- _____ a. Four hard copies of the bid response, titled "Bid Response to RFP DMVA 2011-0900-9714" contained in a sealed envelope or one copy faxed before the due date/time.
- _____ b. Re: Attachment 3, A signed acknowledgement of Indemnity and Insurance
Note: Actual insurance certification will be due after award is issued and before the contract begins.
- _____ c. A copy of the offeror's "Alaska Business License";
- _____ d. References as outlined in Section 2.08.
 - Environmental management, safety and occupational health regulations, guidelines and subject matter
 - NGAK rules and regulations
 - eMS
 - e-Learning development, classroom instruction and blended learning techniques.
 - Database and learning management system development

In order for offers to be considered responsive, offerors must meet these minimum prior experience requirements or state approved equivalent.

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

Attachment #6
**NGAK Environmental Training Plan
 Budget**

Offeror: _____ **Date:** _____, 2010

Address: _____

City, State, Zip: _____

Telephone: _____

Fax: _____

Web site: _____

Email: _____

Category	Description	Projected Amount
Personal Services		
Contractual Services		
Travel		
Equipment		
Supplies		
Profit		
Total Project		\$

Notes:

