



INFORMAL REQUEST FOR PROPOSALS

Rural Energy Programs Technical Support Term Contract

IRFP 23028

ISSUED SEPTEMBER 15, 2022

THE AUTHORITY WILL SOLICIT PROPOSALS FROM QUALIFIED PROPOSERS FOR THE EXPANSION OF THE EXISTING GEOGRAPHIC INFORMATION SYSTEM (GIS) AND REALITY CAPTURE (RC) PLATFORMS THE AUTHORITY USES. THE PURPOSE OF THE CONTRACT RESULTING FROM THIS SOLICITATION IS THE DEVELOPMENT, DESIGN, EDIT, AND EXPAND THE USE OF THE CURRENT ESRI ARCGIS AND RC PLATFORMS BEING USED BY THE AUTHORITY.

ISSUED BY: ALASKA ENERGY AUTHORITY

PRIMARY CONTACT:

SELWIN RAY

PROCUREMENT OFFICER

SRAY@AKENERGYAUTHORITY.ORG

PROCUREMENT@AIDEA.ORG

(907) 771.3035

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

TABLE OF CONTENTS

| | |
|--|-----------|
| SECTION 1. INTRODUCTION & INSTRUCTIONS..... | 4 |
| SEC. 1.01 PURPOSE OF THE IRFP | 4 |
| SEC. 1.02 BUDGET | 4 |
| SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS | 4 |
| SEC. 1.04 PRIOR EXPERIENCE | 4 |
| SEC. 1.05 REQUIRED REVIEW | 5 |
| SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS..... | 5 |
| SEC. 1.07 RETURN INSTRUCTIONS..... | 5 |
| SEC. 1.08 PROPOSAL CONTENTS..... | 6 |
| SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY | 7 |
| SEC. 1.10 AMENDMENTS TO PROPOSALS | 7 |
| SEC. 1.11 AMENDMENTS TO THE IRFP | 7 |
| SEC. 1.12 IRFP SCHEDULE..... | 8 |
| SEC. 1.13 ALTERNATE PROPOSALS | 8 |
| SECTION 2. BACKGROUND INFORMATION | 8 |
| SEC. 2.01 BACKGROUND INFORMATION | 8 |
| SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION..... | 9 |
| SEC. 3.01 SCOPE OF WORK..... | 9 |
| SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE | 16 |
| SEC. 3.03 DELIVERABLES | 16 |
| SEC. 3.04 CONTRACT TYPE | 17 |
| SEC. 3.05 PROPOSED PAYMENT PROCEDURES | 17 |
| SEC. 3.06 PROMPT PAYMENT FOR STATE PURCHASES | 17 |
| SEC. 3.07 CONTRACT PAYMENT..... | 17 |
| SEC. 3.08 LOCATION OF WORK..... | 17 |
| SEC. 3.09 THIRD-PARTY SERVICE PROVIDERS..... | 18 |
| SEC. 3.10 SUBCONTRACTORS | 18 |
| SEC. 3.11 JOINT VENTURES..... | 18 |
| SEC. 3.12 RIGHT TO INSPECT PLACE OF BUSINESS..... | 19 |
| SEC. 3.13 F.O.B. POINT..... | 19 |
| SEC. 3.14 CONTRACT PERSONNEL | 19 |
| SEC. 3.15 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS..... | 19 |
| SEC. 3.16 NONDISCLOSURE AND CONFIDENTIALITY | 19 |
| SEC. 3.17 INDEMINFICATION | 20 |
| SEC. 3.18 INSURANCE REQUIREMENTS | 20 |
| SEC. 3.19 TERMINATION FOR DEFAULT | 21 |
| SECTION 4. PROPOSAL FORMAT AND CONTENT | 22 |
| SEC. 4.01 PROPOSAL FORMAT AND CONTENT | 22 |
| SEC. 4.02 INTRODUCTION | 22 |
| SEC. 4.03 UNDERSTANDING OF THE PROJECT | 22 |
| SEC. 4.04 METHODOLOGY USED FOR THE PROJECT | 23 |
| SEC. 4.05 WORKLOAD AND RESOURCES..... | 23 |
| SEC. 4.06 EXPERIENCE AND QUALIFICATIONS | 23 |
| INCLUDE A STATEMENT OF QUALIFICATIONS AND RESUMES FOR ALL KEY PERSONNEL DESIGNATED TO PERFORM WORK UNDER THIS RFP. THE STATEMENT OF QUALIFICATIONS SHOULD INCLUDE: | 23 |

| | | |
|-------------------|--|-----------|
| SEC. 4.07 | COST PROPOSAL | 24 |
| SECTION 5. | EVALUATION CRITERIA AND CONTRACTOR SELECTION | 28 |
| SEC. 5.01 | 20% PROJECT UNDERSTANDING AND COMMITMENT | 28 |
| SEC. 5.02 | 20% PERSONNEL & FIRM QUALIFICATIONS, EXPERIENCE | 28 |
| SEC. 5.03 | 20% METHODOLOGY | 29 |
| SEC. 5.04 | 10% WORKLOAD AND RESOURCES | 29 |
| SEC. 5.05 | 20% PRICE AND FEE SCHEDULE | 29 |
| SEC. 5.06 | 10% ALASKA PROPOSERS (OFFERORS) PREFERENCE | 29 |
| SECTION 6. | GENERAL PROCESS INFORMATION | 31 |
| SEC. 6.01 | ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES | 31 |
| SEC. 6.02 | SITE INSPECTION | 31 |
| SEC. 6.03 | CLARIFICATION OF OFFERS | 32 |
| SEC. 6.04 | DISCUSSIONS WITH OFFERORS | 32 |
| SEC. 6.05 | EVALUATION OF PROPOSALS | 32 |
| SEC. 6.06 | CONTRACT NEGOTIATION | 32 |
| SEC. 6.07 | FAILURE TO NEGOTIATE | 33 |
| SEC. 6.08 | OFFEROR NOTIFICATION OF SELECTION | 33 |
| SEC. 6.09 | PROTEST | 33 |
| SEC. 6.10 | APPLICATION OF PREFERENCES | 34 |
| SEC. 6.11 | ALASKA BIDDER PREFERENCE | 34 |
| SEC. 6.12 | ALASKA VETERAN PREFERENCE | 35 |
| SEC. 6.13 | ALASKA OFFEROR PREFERENCE | 35 |
| SEC. 6.14 | FORMULA USED TO CONVERT COST TO POINTS | 36 |
| SEC. 6.15 | EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES | 36 |
| SECTION 7. | GENERAL LEGAL INFORMATION | 38 |
| SEC. 7.01 | STANDARD CONTRACT PROVISIONS | 38 |
| SEC. 7.02 | QUALIFIED OFFERORS | 38 |
| SEC. 7.03 | PROPOSAL AS PART OF THE CONTRACT | 38 |
| SEC. 7.04 | ADDITIONAL TERMS AND CONDITIONS | 38 |
| SEC. 7.05 | HUMAN TRAFFICKING | 38 |
| SEC. 7.06 | RIGHT OF REJECTION | 39 |
| SEC. 7.07 | STATE NOT RESPONSIBLE FOR PREPARATION COSTS | 39 |
| SEC. 7.08 | DISCLOSURE OF PROPOSAL CONTENTS | 39 |
| SEC. 7.09 | ASSIGNMENTS | 40 |
| SEC. 7.10 | DISPUTES | 40 |
| SEC. 7.11 | SEVERABILITY | 40 |
| SEC. 7.12 | SUPPLEMENTAL TERMS AND CONDITIONS | 40 |
| SEC. 7.13 | FEDERALLY IMPOSED TARIFFS | 40 |
| SECTION 8. | ATTACHMENTS | 42 |
| SEC. 8.01 | ATTACHMENTS | 42 |

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE IRFP

The Alaska Energy Authority (hereafter known as the Authority), to comply with the requirements of 3 AAC 108.110 to provide for a current evaluation and rank of deficiencies for community power systems and tank farms throughout Rural Alaska. The Authority will solicit proposals from qualified proposers for the expansion of the existing Geographic Information System (GIS) and Reality Capture (RC) platforms the Authority uses.

The purpose of the contract resulting from this solicitation is the development, design, edit, and expand the use of the current ESRI ArcGIS and RC platforms being used by the Authority. (Online, mobile applications, web applications, dashboards, etc.). The proposer will work with the Authority project manager to ensure all required access to the existing platforms is provided to the proposer.

Secondarily, the proposer will, at the request of the Project Manager, collect the required data, when performing site visits, to assure a complete and accurate record of the inventory and condition of rural Alaska power systems and tank farm assets. This will enable a thorough evaluation and ranking of deficiencies of the existing Rural Power Systems and Bulk Fuel Tank Farms, to assist the Authority in determining the priority of projects.

SEC. 1.02 BUDGET

Alaska Energy Authority, estimates a budget of between **\$50,000 AND \$70,000** for completion of this project.

Payment for the contract is subject to funds already appropriated and identified.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00PM** prevailing Alaska Time on **OCTOBER 6, 2022**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

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

Except as noted, the Proposers may meet these requirements through the use of qualified employees of the Proposer or subcontractors.

- Demonstrate experience and knowledge in the development, design, editing, and use of the
- ESRI ArcGIS systems (online, mobile applications, web applications, dashboards, etc.).
- Demonstrate experience and knowledge in the development, design, editing, and use of the
- Matterport RC Platform/system.



- Demonstrate creating complete and accurate records of inventory and establishing the condition of power system and tank farm infrastructure.
- Demonstrate experience and knowledge in accurately and efficiently collecting information or inventorying and tracking systems.
- Demonstrated understanding of the unique logistics of rural Alaska especially dealing with small plane air travel, local village transportation, local village accommodations, and weather;
- Demonstrate in islanded micro grid power systems, (rural diesel power plants) gathering data, and establishing condition inventory lists of equipment.
- Demonstrate experience in rural Alaska bulk fuel tank farms, gathering data, and establishing condition inventory list of equipment.
- Demonstrate the ability to work with the varied villages, tribal corporations, electric cooperatives, utilities, and bulk fuel tank farms in rural Alaska.

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

SEC. 1.05 REQUIRED REVIEW

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

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

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

PROCUREMENT OFFICER: **SELWIN C. RAY** – PHONE **907-771-3035** - EMAIL **PROCUREMENT@AIDEA.ORG** - FAX **907-771-3044**

SEC. 1.07 RETURN INSTRUCTIONS

If you are submitting a response through IRIS Vendor Self-Service (VSS), you may ignore the following return instructions.

Offerors must submit one hard copy of their proposal, in writing, to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

ALASKA ENERGY AUTHORITY



Attention: **SELWIN C. RAY**
Request for Proposal (RFP) Number: **23028**
RFP Title: **RURAL ENERGY PROGRAMS TECHNICAL SUPPORT TERM CONTRACT**
813 W. NORTHERN LIGHTS BLVD.
ANCHORAGE, AK 99503

If using **U.S. mail**, please use the following address:

ALASKA ENERGY AUTHORITY
SELWIN C. RAY
813 W. NORTHERN LIGHTS BLVD.
ANCHORAGE, AK 99503

If using a **delivery service**, please use the following address:

813 W. NORTHERN LIGHTS BLVD.
ANCHORAGE, AK 99503

If submitting a proposal **via email**, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to procurement@aidea.org as separate, clearly labeled attachments, such as "**Vendor A – Technical Proposal.pdf**" (Must include **Part D – Proposal Form**) and "**Vendor A – Cost Proposal.pdf**" (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **50mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 50 megabytes and each email must comply with the requirements described above.

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

It is the offeror's responsibility to contact the issuing agency at **(907) 771.3035** to confirm that the proposal has been received. Alaska Energy Authority is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

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

(b) OFFEROR'S CERTIFICATION

By signature on the proposal, offerors certify that they comply with the following:

- the laws of the State of Alaska;

- the applicable portion of the Federal Civil Rights Act of 1964;
- the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- all terms and conditions set out in this IRFP;
- a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- that the offers will remain open and valid for at least 90 days.

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

(c) 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.

(d) CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a proposal non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the offeror.

SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.10 AMENDMENTS TO PROPOSALS

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

SEC. 1.11 AMENDMENTS TO THE IRFP

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

SEC. 1.12 IRFP SCHEDULE

The IRFP schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

- Issue IRFP **9/15/2022**
- Deadline for Receipt of Proposals **10/6/2022**,
- Proposal Evaluation Committee complete evaluation by **11/3/2022**,
- Alaska Energy Authority issues Notice of Award **11/4/2022**,
- Alaska Energy Authority issues contract **11/15/2022**,
- Contract start **11/16/2022**.

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

SEC. 1.13 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

Alaska Energy Authority Rural Power System Upgrade and Bulk Fuel Upgrade Programs

The Authority's Rural Energy Program team is moving forward with fully integrating the use of Geographic Information System (GIS) and Reality Capture (RC) into their core programs. The Authority's Rural Energy Programs provide capital improvements and technical assistance to eligible rural Alaska electrical utilities and bulk fuel tank farms. This assistance is provided to eliminate hazards, enhance efficiency, increase reliability, and comply with regulations. 3 AAC 108.110 (Eligibility for and Authority Prioritization of Assistance) states that "...utilities, municipalities, school districts, unincorporated villages, community associations, Native corporations, councils organized under 25 U.S.C. 476, traditional councils, and other persons providing power or fuel to the public in one or more communities...." are eligible for assistance from the Authority.

To prioritize assistance, the Authority must evaluate and rank deficiencies and needs for upgraded community power systems, and tank farms, in each eligible community. The use of GIS and RC will provide modern means and methods to collect the necessary information to keep up – to - date rankings list, resulting in AEA having the ability to determine which communities need regulatory assistance, M&I, training, emergency, and technical assistance, that:

- Has a population of at least 20 but less than 2,000;
- Is not predominantly a military or industrial site;
- Has a central community power system; and
- Is not connected to the Rail belt (Homer-Seward-Anchorage-Fairbanks), Four Dam Pool
- (Glennallen-Valdez, Wrangell-Petersburg, Ketchikan, Kodiak), or Juneau power distribution systems.

In providing assistance under 3 AAC 108.100 - 3 AAC 108.130, the Authority will give priority to those communities found in the Authority's evaluations and rankings to have the greatest need for assistance. The Authority may revise its prioritization based on:

- Requirements of federal or state agencies or other entities providing money;
- The Authority's determination of a recipient's readiness to proceed with the project;
- The recipient's ability to meet conditions for assistance under 3 AAC 108.120; or
- Cost-effectiveness factors.

The Authority may reevaluate and modify its evaluations and rankings based on changed assumptions or new information. The Authority will publish and periodically update its rankings on its Internet website.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The purpose of the Contract for Rural Energy Programs Technical Support is to allow full- time development, use, editing, information gathering, and reporting. The Contractor shall be responsible for the development, editing, information gathering, RC, mapping, dashboards, and reporting.

TASKS

- A. Within twenty (20) days of contract award, the Contractor shall submit a draft detailed work plan and schedule to the Authority Project Manager for review and approval.
- B. The Contractor shall work with the Authority project manager on the finalized format of the digital Inventory and Assessments and related labeled photographs. (Matterport)
- C. The Contractor shall work with the Authority Project Manager on the creation, development, and maintenance of electronic inventory and assessment surveys (ArcGIS Online Survey123) and related databases and reports. (ESRI ArcGIS Online) The Authority will provide the contractor with a spreadsheet illustrating survey questions, scores, etc.
 - a. Rural Power Systems (RPS) surveys, maps, web applications, dashboards, and reports for the following:

- i. Powerhouse
- ii. Electrical Distribution System
- iii. Heat Recovery System
- b. Bulk Fuel (BF) surveys, maps, web applications, dashboards, and reports for rural Alaska tank farms.
- c. Renewable energy surveys, maps, web applications, dashboards, and reports.
- d. Power Cost Equalization (PCE) analysis
- e. Data Storage

D. ASSESMENT SURVEYS DATA COLLECTION

- a. AEA has provided a short video illustrating the type of product the Contractor will provide. Click the link below.

[AEA ArcGIS Assistance Video](#)
- b. Development of ArcGIS products shall be performed on the Alaska Energy Authority's ArcGIS Online site.
- c. AEA shall provide the appropriate licensing for contractors to develop, test, deploy, and collect surveys and other products.
 - i. Contractor to provide a list of users.
- d. Contractor to provide license types, list of users, and required capabilities for each user. All ArcGIS feature services or data sources shall use AEA's community codes

Data Management Platform

- A. ArcGIS Online
 - a. Security:
 - i. The Platform shall ensure secure storage of cloud-hosted data.
 - (1) The Platform shall facilitate the distribution of individual user accounts with varying levels of permissions and compatibility with single sign-on.
 - (2) The Platform shall include four levels of user licenses permissions, dependents on contractors, and AEA's needs:
 - a) Creator.
 - b) Viewer.
 - c) Field Worker.
 - d) Editor.
 - (3) The Platform shall include not less than three levels of user role permissions:
 - a) Viewer.
 - b) Publisher.
 - c) Data Editor.
 - d) Custom role.
 - b. Surveys and Reports:
 - i. The contractor will be required to create, edit, and maintain several surveys, maps, dashboards and reports using the Authority's existing ERI ArcGIS platform. (New and existing surveys, maps, dashboards, and reports).
 - ii. The Authority will provide the Contractor with the license and permissions to administer the existing ArcGIS account.

- iii. The surveys, dashboards, maps, and reports involve powerhouses, bulk fuel tank farms, electrical distribution systems, heat recovery systems, renewable energy systems, and training.
- iv. The Authority has provided a video to illustrate what the Authority will provide to, and what is expected from, the Contractor.
- v. The primary goal is to produce a detailed table of data.

PHOTOGRAPHY AND 360 DEGREE IMAGING

a. Summary

- i. AEA will provide access to the existing AEA Matterport platform. The contractor will update, edit, and include 3D imaging, RC, and still photographs for all sites on the AEA platform.
- ii. AEA shall provide the appropriate licensing for contractors to develop, test, deploy, and collect 3D imaging and other products.
- iii. Contractor shall provide the following:
 - (1) Development of Matterport products shall be performed on the Alaska Energy Authority's Matterport online site.
 - (2) Contractor to provide a list of users.
 - (3) Contractor to provide license types and required capabilities for each user.
 - (4) Provide high-resolution digital photographs of the facility and equipment of requested facilities. The photographs shall be labeled with a unique consistent naming convention that indicates the community, specific equipment, and date. They shall be in JPG format.
 - (5) All imaging must be submitted to the Authority's QA or Project Manager for review. Once the Authority approves the imaging it will be uploaded to the platform.
 - (6) Provide 360-degree imaging and related image management platform for the requested facilities.
 - (7) The priority for the 360-degree imaging shall be identified in the Authority's request for facility assessment.
 - (8) Provide adequate 360-degree imaging to cover all equipment within the bulk fuel tank farm. This will typically include:
 - a) Control panel
 - b) Tanks (all)
 - c) Top of tanks
 - d) All piping
 - e) All valves
 - f) Headers
 - g) Containment (primary and secondary)
 - h) All gauges
 - i) Fencing
 - j) Retail sales area/equipment
 - k) Spill response equipment
 - l) Safety equipment
 - m) Hazards (to personnel and/or the environment)
 - n) Leaks and spills

- (9) Provide adequate 360-degree imaging to cover all equipment within and around the power plant. This will typically include:
- a) Both sides of all diesel engine generator sets
 - b) Isles in the generation room
 - c) Fronts of major equipment
 - d) Front of the switchgear
 - e) Radiators
 - f) Transformers
 - g) Reactors
 - h) Intermediate fuel tank
 - i) Each exterior wall
- (10) Turnaround Time:
VR Map Contractor shall accommodate 'image updates' to the VR Map Software Platform within 48 hours of on-site photography (VR mapping).
- (11) An example of 360 imaging within an image management platform of the Clarks
- (12) Point and Port Heiden generation modules, and a remote bulk fuel tank farm can be accessed via the web here: (image links may have notes and tags which may or may not be required of the contractor) [Hold control and click on the link]
<http://www.akenergyauthority.org/What-We-Do/Rural-Energy-Assistance/Rural-Power-System-Upgrade-Program/Powerhouse-Walkthrough>
- [Alaska Energy Authority > What We Do > Rural Energy > Bulk Fuel Upgrade Program > Bulk Fuel Walkthrough](#)
([akenergyauthority.org](http://www.akenergyauthority.org))

Photography Equipment

- a. Digital Photography
 - i. Digital Camera minimum sensor resolution of 12 megapixels
 - ii. Format 4000 by 3000 pixels with same aspect ratio as sensor
- b. 360 Degree Imaging
 - i. Field of View: The camera shall be capable of producing photographs with a field of view of at least 360 by 270 degrees without fish-eye distortion. This is typically accomplished by a camera with four (4) lenses.
 - ii. Exposure Compensation: The camera shall be capable of compensating for extremes in photographic exposure due to challenging lighting situations via high-dynamic-range (HDR) imaging techniques.
 - iii. Quality: Final image files shall be no less than 50 megapixels and no more than 5 megabytes
 - iv. Materport Pro 2 or approved equal (Primarily used for indoor imaging) [must have, or will purchase.] (See attachment B)
 - v. LEICA BLK360 or approved equal (primarily used for outdoor imaging) [must have, or will purchase.] (See attachment B)
- c. Drone with imaging capability

- i. Skydio X2E Color or equal. (See attachment B)

Image Management Platform

- a. The image management Platform will serve as a communication tool to connect power plant and tank farm stakeholders using high-resolution 360-degree images of the physical facility.
 - i. The Platform provides access to a Virtual Reality Map (VR Map).
 - ii. See the Photography Equipment section for a description of image requirements
- b. The Platform shall be web-accessible via a secure login.
- c. The Platform shall be capable of downloading for offline work for access within communities that do not have adequate internet access.
- d. Changes or edits made within the Platform while in offline mode shall be capable of being saved back to the central VR Maps.
- e. The Platform shall allow access to various users and stakeholders involved in the facility, examples are (but not limited to):
 - i. Operations & Maintenance Team
 - ii. Inspectors
 - iii. Construction Contractor
 - iv. Architect & Engineering Designers
 - v. Owner's Engineer
 - vi. Owner's Project Managers
 - vii. Owner's Administrators
- f. The Platform shall allow for all users to provide edits or request edits of the VR Map. See Collaboration section 5.6.4.d for user collaboration description.
- g. The Platform must have been in business for a minimum of 3 years with commercial and industrial users. Its main focus shall be 360-degree image management.
- h. The first year of licensing, starting after the project closeout, for at least 10 users of the Platform must be included. Pricing for follow-on licensing shall be presented in detail.
- i. The Authority currently uses Matterport Image Management Data Platform (This is the preferred Imaging platform).

Platform Requirements

- a. Security:
 - i. The Platform shall ensure secure storage of cloud-hosted data.
 - (1) The Platform shall facilitate the distribution of individual user accounts with varying levels of permissions and compatibility with single sign-on.
 - (2) The Platform shall include not less than four levels of user access permissions:
 - a) Read-only.
 - b) Read with edit-request privileges.
 - c) Read and edit privileges.
 - d) Read, edit, and administrator privileges.
 - ii. VR Map User Interface:
 - (1) The Platform user interface shall allow navigation within the platform (e.g. VR Map, embedded documents, 3D models, URLs, etc.) of not greater than three levels of navigation away from the home screen.

- iii. VR Map Navigation: Software Platform shall provide a navigable 'VR Map' in a 3D virtual space via (but not limited to):
 - (1) 3D scene-to-scene ground-level walkthrough mode
 - (2) 2D plan-view mode (overhead-view)
 - (3) 2D section-view mode, process and instrumentation diagrams (P&IDs), plots, and elevations.
 - (4) Software Platform shall provide time-series photography to document changes during construction or changes to the facility over time. Time-series images shall be navigable in a side-by-side comparison mode alongside any other time-series images.
- iv. Embedded Information:
 - (1) The Platform shall be capable of embedding additional information or links to information such as record documents, images, PDFs, URLs, videos, and 3D models; within the three-dimensional scene.
 - (2) Embedded information shall be accessible via graphic icons.
 - (3) Graphic icons to information links shall be customizable to match user preference.
 - (4) Software Platform shall provide icon editing, capability to relocate 2D (or 3D) objects within the VR Map, and capability to edit or replace 2D (or 3D) objects within the VR Map.
- v. Collaboration:
 - (1) The Platform shall be capable of facilitating remote and in-person collaboration between facility stakeholders (designers, engineers, inspectors, maintenance and trades personnel, etc.) on various device platforms including (but not limited to): web, desktop, tablet, and mobile device platforms.
 - a) The Platform shall facilitate the distribution of individual user accounts with varying levels of permissions and compatibility with single sign-on.
 - b) The Platform shall include not less than four levels of user access permissions:
 - Read-only.
 - Read with edit-request privileges.
 - Read and edit privileges.
 - Read, edit, and administrator privileges.
 - (2) The Platform shall enable users to provide text comments directly in the VR Map.
 - (3) The Platform shall be capable of providing higher-authority users a review privilege to supervise the publishing of lower-authority user comments.
 - (4) Users shall be capable of providing links to additional documentation/information within the text comments.
 - (5) Users shall be capable of notifying another specific user or users
- vi. Photography:
 - (1) Field of View: The camera shall be capable of producing photographs with a field of view of at least 360 by 270 degrees
 - (2) Exposure Compensation: The camera shall be capable of compensating for extremes in photographic exposure due to challenging lighting situations via high-dynamic-range imaging techniques.
 - (3) Quality: Final image files shall be no less than 50 megapixels and no more than 5 megabytes.
 - (4) LiDAR:

- a) Photographic images shall be capable of being overlaid on top of a LiDAR scan of the physical facility.
 - b) LiDAR point cloud shall be capable of 0.1 in [2.54 mm] accuracy between each point at a range of 30 ft. [9.1 m].
-
- a. The Contractor shall coordinate with the community once an Authority Project Manager requests an assessment. The entities being assessed shall be notified and agree to allow the contractor access to their equipment. The contractor shall submit updated schedules as needed to keep the Authority informed of the contractor's latest itinerary.
 - b. The Contractor shall arrange their travel, lodging, and local transportation if requested to perform an assessment and/or imaging collection.
 - c. All completed surveys, photos, and 3D imaging, of requested facilities, shall be submitted to the Authority Quality Assurance (QA) or Project Manager for verification of format and accuracy. The QA or Project Manager will review the assessment, inventory, and imaging (photo and VR), and notify the Contractor of any revisions or comments for future submittals.
 - d. The Contractor shall submit a revised and updated schedule with each of their payment applications.
 - e. Payment applications can be made monthly or quarterly.
 - f. The Contractor shall provide an updated status report, noting any issues, monthly.
 - g. Before Contractor's final payment and project close out the Contractor shall provide the Authority with all electronic files for development. This includes all creation and development files, and equipment used for this project listed below:

Equipment

- a. ArcGIS Online
 - i. Development and management shall be hosted on AEA's ArcGIS Online Site.
 - ii. Use ESRI ArcGIS Online supported browsers.
 - iii. Surveys will be developed using ArcGIS Survey123 Connect (3.13.xxx or better).
- b. Field Collection:
 - i. Collection Device Requirements:
 - (1) Android or iOS device that meets or exceeds ESRI's ArcGIS Survey123 system requirements.
 - (2) Mobile and Wi-Fi network connectivity.
 - (3) Survey dependent Accuracy location services (GPS)
 - (4) Collects photos.
 - (5) ArcGIS Survey123 (3.12.xxx or better) installed.

Photography Equipment

- a. Digital Photography
 - i. Digital Camera minimum sensor resolution of 12 megapixels
 - ii. Format 4000 by 3000 pixels with same aspect ratio as sensor
 - (1) 360 Degree Imaging
 - iii. Field of View: The camera shall be capable of producing photographs with a field of view of at least 360 by 270 degrees without fish-eye distortion. This is typically accomplished by a camera with four (4) lenses.
 - iv. Exposure Compensation: The camera shall be capable of compensating for extremes in photographic exposure due to challenging lighting situations via high-dynamic-range (HDR) imaging techniques.
 - v. Quality: Final image files shall be no less than 50 megapixels and no more than 5 megabytes
 - vi. Mateport Pro 2 or approved equal (Primarily used for indoor imaging) [must have, or will purchase.] (See attachment B)
 - vii. LEICA BLK360 or approved equal (primarily used for outdoor imaging) [must have, or will purchase.] (See attachment B)
- b. Drone with imaging capability
 - i. Skydio X2E Color or equal. (See attachment B)

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, or approximately October 27, 2022 whichever is earlier and run through October 27, 2023 with the option to extend four (4) additional one (1) year periods at the sole discretion of the Authority. The Authority reserves the option to add additional work (before contract expiration) to the contract and to extend the contract on a month-to-month basis.

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

SEC. 3.03 DELIVERABLES

The contractor will be required to provide the following deliverables:

Below is a tentative contract schedule and deliverables based on an October 21, 2022 contract award date. Proposals should include a schedule that at a minimum identifies the deliverables noted, proposed start and completion dates, and address any assumptions or expectations they have for the Authority.

| | |
|-----------------|---------------|
| Schedule | End |
| Intent to Award | November 2022 |
| Protest Period | November 2022 |



Notice to Proceed
Surveys created
Dashboards Created/edited
Site visits (if requested)
Project Closeout

November 2022
January. 2023
February. 2023
March. 2023 –September 2023
October 2023 or Renewed

SEC. 3.04 CONTRACT TYPE

This contract is a **TIME AND EXPENSES** contract. The Authority intends to negotiate a time and expense contract for the development, maintenance, and editing of the Environmental System Research Institute (ESRI) ArcGIS and the Matterport platforms, and an hourly rate for conducting inventory and assessment surveys (field work) as required by this RFP and proposed by the Proposer. The contract may be amended and extended by mutual agreement if the Contractor’s services are required to follow-up or conduct additional research.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The Authority intends to pay the Contractor a negotiated sum based upon satisfactory completion of tasks, review of the required deliverables, and receipt of an invoice from the contractor.

Invoices may be submitted by the Contractor monthly or quarterly. No payment shall be made until the Contractor’s invoice has been approved and authorized by the Project Manager or designee. Under no condition will the Authority be liable for the payment of any interest charges associated with the cost of the contract.

The Authority is not responsible for and will not pay any local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency. If a contractor is delinquent on payment of state taxes the payment provisions of the contract may be subject to review and approval by the Department of Revenue before award.

SEC. 3.06 PROMPT PAYMENT FOR STATE PURCHASES

Not Applicable

SEC. 3.07 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Executive Director of the Alaska Energy Authority or their designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

SEC. 3.08 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed **IS AT THE CONTRACTORS PLACE OF BUSINESS.**

The state **WILL NOT** provide workspace for the contractor. The contractor must provide its own workspace.

The contractor will participate in project meetings in person or video conferences with AEA staff in Anchorage.

The contractor will be expected to coordinate and gather information from locations statewide including various village utilities, cooperatives, and tank farms **when requested.**



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

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

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

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

SEC. 3.09 THIRD-PARTY SERVICE PROVIDERS

Not Applicable

SEC. 3.10 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience **SHALL** be considered in determining whether the offeror meets the requirements set forth in **SEC. 1.04 PRIOR EXPERIENCE**.

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

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license; and
- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

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

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

SEC. 3.11 JOINT VENTURES

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 principals involved and their rights and responsibilities regarding



performance and payment. Proposals submitted by joint ventures are required to have a license in the name of the joint venture. The business licenses should be in the name of the Proposer, unless otherwise required by the Department of Commerce, Community, and Economic Development.

SEC. 3.12 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.13 F.O.B. POINT

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

SEC. 3.14 CONTRACT PERSONNEL

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

SEC. 3.15 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 procurement officer has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Executive Director or the Commissioner's designee.

SEC. 3.16 NONDISCLOSURE AND CONFIDENTIALITY

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

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or



learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

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

IMAGARY, PHOTOGRAPHY, SURVEY INFORMATION

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.

SEC. 3.17 INDEMINFICATION

The contractor shall indemnify, hold harmless, and defend the state 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 state. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the state, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "state", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

SEC. 3.18 INSURANCE REQUIREMENTS

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



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

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

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

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

Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$300,000 per claim /annual aggregate.

SEC. 3.19 TERMINATION FOR DEFAULT

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

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 8. ATTACHMENTS**.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

The Authority wishes to discourage unnecessarily lengthy (**no more than 15 pages**) and costly proposal preparation. However, all proposals must contain the following information, formatted as requested. Proposals should be concise, limited to the requested information, and easy to duplicate on a copy machine. Failure to follow this format for a proposal or failure to include complete information as requested may result in a lower score or disqualification of the proposal depending on the severity of the discrepancy.

SEC. 4.02 INTRODUCTION

Include a Letter of Transmittal containing:

- The complete name and address of the firm;
- Name of the contact person for the proposal, mailing address, and telephone number; email address;
- A statement indicating the Contractor meets the minimum requirements.
- A copy or reference to your Alaska Business License;
- A statement confirming that the proposal is valid for ninety (90) days from closing date for receipt of proposals;
- A certification, as appropriate, that your firm qualifies as an Alaskan vendor.
- Include a title page showing:
 - RFP #
 - Firm's Name Date of Proposal
- Include a Table of Contents

SEC. 4.03 UNDERSTANDING OF THE PROJECT

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

- Include a brief discussion of your understanding of the purpose and goals stated in the RFP and the proposed tasks.
- State any general assumptions you used in developing your proposal.
- Include a brief discussion of any potential problems you believe may be encountered in the performance of the contract and creative suggestions for addressing these problems.
- Include your expectations of the Authority Project Manager, and other stakeholders or participants that may be involved in this process.

SEC. 4.04 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.

Briefly describe your work plan and methodology for completing the required task. At a minimum, this section of your proposal should include the following:

- A brief description of the resources you will commit to the contract and an organizational chart of key personnel and their duties.
- Names of individuals or positions you would have working on this project and estimate of hours you would anticipate doing this work
- Staff you would assign various tasks under the project
- A brief schedule that identifies dates for key tasks, reporting, and any meetings you would propose with AEA staff, partners, or participants.

SEC. 4.05 WORKLOAD AND RESOURCES

- Describe your availability to commit to this project and complete the deliverables on time.
- Discuss other work or projects that you have or may have during the project's period of performance.
- At a minimum, this section of your proposal should include the following:
 - Discuss both current and potential time commitments of your proposed project staff to other clients
 - Discuss the projected workload of each firm (Proposer and/or Subcontractors)
 - Demonstrate adequate support personnel, facilities, and other resources to provide the services required.
- Briefly address capabilities for providing additional services and/or personnel under an accelerated schedule.
- Address capacity to reassign personnel, equipment, and facilities whenever the proposed contract would not require such capabilities or be delayed.

SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

Include a statement of qualifications and resumes for all key personnel designated to perform work under this RFP. The statement of qualifications should include:

- A list of key project personnel, their position in the company, what role they will have under this contract.
- A statement of expected availability of key personnel over the term of the contract.
- A listing of key subcontractors directly involved in this contract, how they relate to your organization, and what their role may be in this contract.
 - Demonstrate, by providing examples, of how the contractor and subcontracts worked together in the past, and include who took the lead for each project.

- Resumes of key personnel should be no longer than 1 page and include:
 - Education including current certifications and professional memberships;
 - Relevant work history with reference names and phone numbers; and
 - A brief description of specific relevant projects they were involved with and their role in those projects.
 - e. Marketing resumes often include non-relevant information which may detract from the evaluation of this proposal. Focus on individual's specific duties and responsibilities and how project experience is relevant to the proposed contract.
- In addition to information about the key individual's experience, provide documentation verifying the qualifications and experience of the firm and known subcontractors as they relate to carrying out the services solicited in this RFP.
- Demonstrate experience in conducting similar projects. Provide examples of a minimum of three (3) similar projects that you or your partners have completed in the last five (5) years. Include for each:
 - A brief description of the type of project, tasks, and deliverables.
 - Project schedule.
 - The names of key individuals involved in the project.
 - Client's name, their address, current telephone number, and contact person who can respond to queries concerning their experience with the Proposer's firm.

SEC. 4.07 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. Proposer shall provide current billable wage schedule for all staff and subcontractors' staff showing the loaded labor rates (by job title and class), who may be reimbursed under contract.

- Provide a cost-plus expenses hourly rate, and number of hours, to perform the creation, editing, maintaining, etc... of ESRI ArcGIS surveys for bulk fuel tank farms and powerhouses.
- Provide a cost-plus expenses hourly rate, and number of hours, to perform the creation, editing, maintaining, etc... of ESRI ArcGIS maps.
- Provide a cost-plus expenses hourly rate, and number of hours, to perform the creation, editing, maintaining, etc... of ESRI ArcGIS dashboards.
- Provide a cost-plus expenses hourly rate, and number of hours, to perform the creation, editing, maintaining, etc... of ESRI ArcGIS reports.
- Provide a cost-plus expenses hourly rate, and number of hours, to perform the labeling, uploading, editing, maintaining, and preparing photos and 3D imaging for submittal to the Authority.

In addition, for the purposes of evaluating costs the proposers will provide the hourly rate for field work (inventory and assessment with and without 3D imaging) for the example tank farm and powerhouse below. The hourly rate cost should start when the person(s) arrive in the community. **Travel and expenses must be excluded.**

**The AEA Project Manager will seek a proposal, including all travel and expenses, from the contractor when field work is requested.*

For the Proposers price to be considered responsive, all lines within each of the categories must be completed.

Scenarios:

- a. Contractor has been requested to deliver the following:
 - i. The Authority’s project manager has requested the contractor to perform an inventory and assessment survey, via ArcGIS, Survey 123, at a rural Alaska bulk fuel tank farm. At times, 3D imaging and/or RC will be requested in addition to the facilities being assessed. (Excluding Travel)

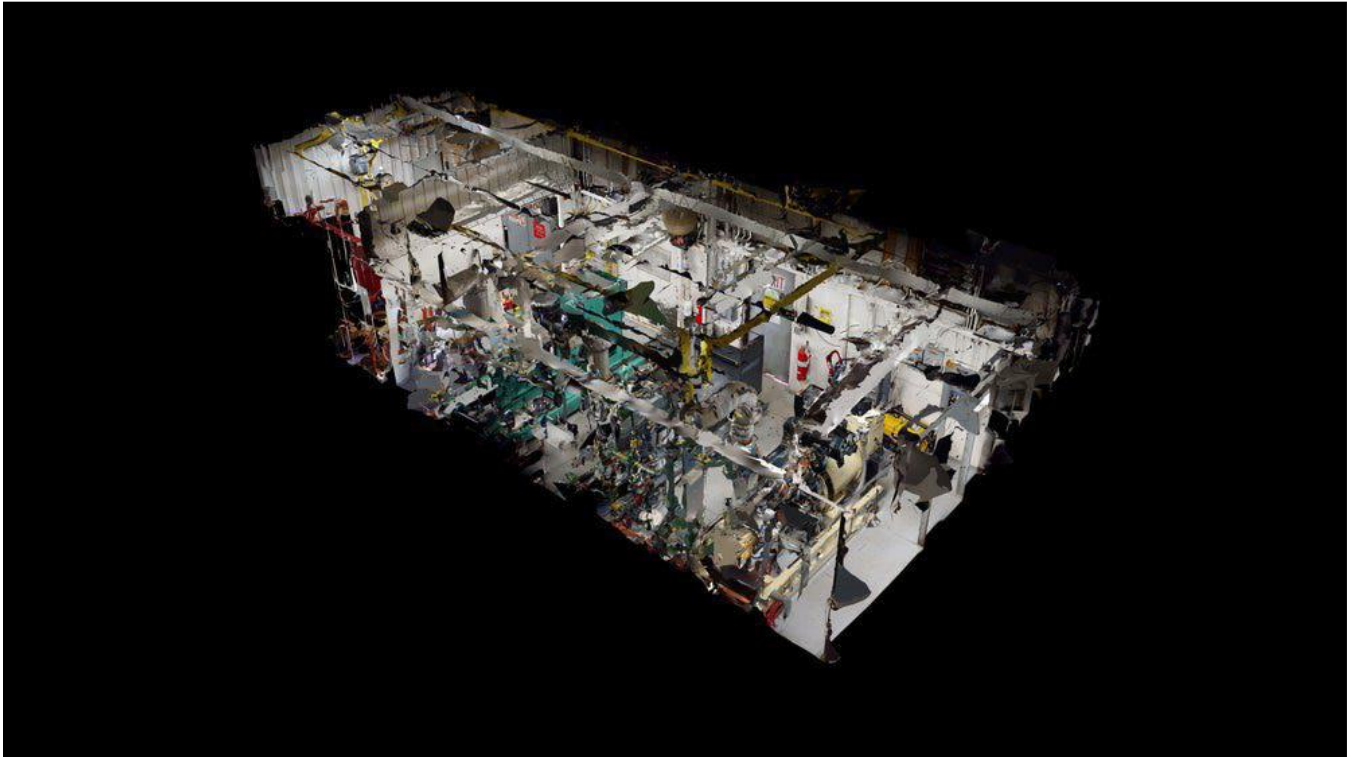


Example Remote Bulk Fuel Tank Farm (Use outdoor camera)

- ii. Please include the hourly rate, and length of time, to perform an inventory and assessment, and 3D imaging for a bulk fuel tank farm. The price and length of time should start once the person(s) arrives on site (exclude travel and expenses.)

BF I & A w 3D Imaging (hourly rate) \$ _____

- b. The Authority's project manager has requested the contractor to perform an inventory and assessment survey, via ArcGIS, Survey 123, for a rural Alaska power system. At times, 3D imaging and/or RC will be requested in addition to the facilities being assessed. (Excluding travel)



Example Remote Power House (Use indoor camera.)

- i. Please include the hourly rate, and length of time, to perform an inventory and assessment, and 3D imaging for a rural Alaska Power house. The price and length of time should start once the person(s) arrives on site (exclude travel and expenses.)

RPS I & A w 3D Imaging (hourly rate) \$ _____

The Authority reserves the right to make awards based upon the Authority's best interest. It is understood that the actual contract price may vary depending on the final negotiated contract scope, terms, and conditions. Discuss any issues you may have regarding the project costs or any other proposed payment terms or conditions that may be different than those indicated in Additional Terms and Conditions of this RFP.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

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.

The following criteria and weights will be used to score and rank each responsive proposal.

SEC. 5.01 20% PROJECT UNDERSTANDING AND COMMITMENT

At a minimum this section may be evaluated against the following questions:

- a. Does the Proposer's proposal demonstrate an in-depth understanding of:
 - i. Design of ESRI ArcGIS Online surveys (Survey123; assessments), maps, dashboards, and reports?
 - ii. Supporting offline field data collection?
 - iii. Conducting inventory and assessments?
 - iv. Rural power systems, or rural power issues?
 - v. Rural bulk fuel tank farms, or tank farm issues?
 - vi. Digital photography requirements?
 - vii. 360-degree imaging requirements?
- b. Is the Proposer just repeating the Authority's objectives or are they adding insight based on their understanding of what is required?
- c. Does the Proposer understand the Authority's expectations for the project and desired outcomes?
- d. Has the Proposer identified any issues that may be common to this type of project and recommendations on how to mitigate them?
- e. Does the Proposer have the resources to deliver quality surveys, images, and assessments?

SEC. 5.02 20% PERSONNEL & FIRM QUALIFICATIONS, EXPERIENCE

At a minimum qualifications and experience may be evaluated against the following questions:

- a. Is it apparent that the Proposer will be able to provide an objective and thorough evaluation of the project based on the background and experience of individuals and the firm?
- b. Does the Proposer demonstrate professional knowledge designing and performing similar assessments?
- c. What is the Proposer's history for responsiveness to the client's needs and success in previous projects?
- d. Does the Proposer have experience in gathering data in Alaska and specifically with rural Alaskan communities?
- e. Are the Proposer's statements of qualifications and resumes complete?
- f. Is all the Proposer's expertise in-house, through partnerships, or will outsourcing be needed?
- g. If outsourced or a joint venture, what demonstrated experience do the companies have working together?
- h. If a joint venture, who is the lead to assure compliance with all contract requirements?

- i. Are the references positive? If not, are there adequate explanations or extenuating circumstances that should be considered?
- j. Are the personnel, proposed to work on this job, the same persons who have worked on similar jobs for the firm?

SEC. 5.03 20% METHODOLOGY

At a minimum methodology may be evaluated against the following questions:

- a. Has the Proposer identified what tasks are needed to perform the project?
- b. Did the Proposer provide a methodology for creating the surveys, maps, web applications, and dashboards?
- c. Did the Proposer provide a methodology for maintaining and updating the GIS and RC platforms?
- d. Did the Proposer provide detailed information on digital photography and 360- degree imaging?
- e. Did the Proposer address any qualifications or conditions that will impact their performance?
- f. Did the Proposer provide any alternative recommendations on processes?
- g. Did the Proposer provide any samples of survey documents or methods for collecting data from participants?
- h. Does the method proposed reflect an understanding of the Authority's program goals?
- i. Does the Proposer have any terms or conditions that they would want in a final contract?

SEC. 5.04 10% WORKLOAD AND RESOURCES

At a minimum workload and resources may be evaluated against the following questions:

- a. What resources is the Proposer offering and are these resources adequate to complete this work within the project timeline?
- b. Did the Proposer address their current workload against the work required within this proposal and has the Proposer ensured the current workload will not affect the ability to complete this work successfully?
- c. Did the Proposer identify potential deficient areas and did the Proposer address how they will handle them to maximize success of the project?
- d. Has the Proposer identified their strengths and how those will be used to ensure success of the project?

SEC. 5.05 20% PRICE AND FEE SCHEDULE

The evaluation of cost will be based on the total price to complete all tasks identified in this RFP in accordance with the contractor's price proposals. The lowest cost proposal will receive the maximum points allocated to cost and all other Proposer allocations are determined by this formula:

$$\frac{(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})}{\text{Each Higher Cost Proposal}} = \text{Points awarded for cost}$$

Cost proposals from Alaska vendors will be reduced by 5% for the above calculation. Ref 2 AAC12.260.

SEC. 5.06 10% ALASKA PROPOSERS (OFFERORS) PREFERENCE

10% of the total points available will be awarded to qualified Alaskan vendors in accordance with 2AAC12.260(e).

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 6.02 SITE INSPECTION

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

SEC. 6.03 CLARIFICATION OF OFFERS

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

SEC. 6.04 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 IRFP and proposal. Discussions will be limited to specific sections of the IRFP 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 officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

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

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

SEC. 6.05 EVALUATION OF PROPOSALS

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

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

SEC. 6.06 CONTRACT NEGOTIATION

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 the contract negotiations take place in **ANCHORAGE**, Alaska, the offeror will be responsible for their travel and per diem expenses.

SEC. 6.07 FAILURE TO NEGOTIATE

If the selected offeror

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

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

SEC. 6.08 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.09 PROTEST

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

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

Per 2 AAC 12.695, an interested party must first attempt to informally resolve the dispute with the procurement officer. If that attempt is unsuccessful, the interested party may file a written protest to the solicitation or the award of the contract. The protest must be filed with the Commissioner of the purchasing agency or the Commissioner’s designee. The protester must also file a copy of the protest with the procurement officer. The protest must include the following information:

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

If an interested party wishes to protest the content of a solicitation, the protest must be filed before the date and time that proposals are due.

If an offeror wishes to protest the award of a contract not greater than \$50,000, the protest must be filed within 10 days from the date of the solicitation or award, whichever is later.



If an offeror wishes to protest the award of a contract greater than \$50,000, the protest must be filed within 10 days from the date that notice of award is made.

A protester must have submitted a proposal in order to have sufficient standing to protest the award of a contract.

The procurement officer shall immediately give notice of the protest to the contractor or, if no award has been made, to all offerors who submitted proposals.

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

SEC. 6.10 APPLICATION OF PREFERENCES

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the IRFP 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 Shared Service's** web site:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)

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

Sec. 6.11 ALASKA BIDDER PREFERENCE

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

- holds a current Alaska business license prior to the deadline for receipt of proposals;
- submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 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;
- is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

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

SEC. 6.12 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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

SEC. 6.13 ALASKA OFFEROR PREFERENCE

2 AAC 12.260(e) provides Alaska offerors a 10% overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. An Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

SEC. 6.14 FORMULA USED TO CONVERT COST TO POINTS

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 using the formula:

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

SEC. 6.15 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES

(a) FORMULA USED TO CONVERT COST TO POINTS

STEP 1

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

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

STEP 2

In this example, the IRFP allotted 40% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

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.

$$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 37.4$$

Offeror #3 receives 33.7 points.

$$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 33.7$$

(b) ALASKA OFFEROR PREFERENCE

STEP 1

Determine the number of points available to qualifying offerors under this preference.

$$100 \text{ Total Points Available in IRFP} \times 10\% \text{ Alaska offerors preference} = 10 \text{ Points for the Preference}$$

STEP 2



Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska offerors preference. For the purpose of this example, presume that all of the proposals have been completely evaluated based on the evaluation criteria in the IRFP. The scores at this point are:

| | | | |
|------------|-----------|----------------------------|-----------|
| Offeror #1 | 83 points | No Preference | 0 points |
| Offeror #2 | 74 points | Alaska Offerors Preference | 10 points |
| Offeror #3 | 80 points | Alaska Offerors Preference | 10 points |

STEP 3

Add the applicable Alaska offerors preference amounts to the offeror's scores:

| | | |
|-------------------|------------------|--------------------------------|
| Offeror #1 | 83 points | |
| Offeror #2 | 84 points | (74 points + 10 points) |
| Offeror #3 | 90 points | (80 points + 10 points) |

STEP 4

Offeror #3 is the highest scoring offeror and would get the award, provided their proposal is responsible and responsive.

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A) OR Standard Contract Form for Goods and Non-Professional Services (form SCF.DOC/Appendix A). This form is attached in **SECTION 8. EXHIBITS** for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

- Identify the provision the offeror takes exception with.
- Identify why the provision is unjust, unreasonable, etc.
- Identify exactly what suggested changes should be made.

SEC. 7.02 QUALIFIED OFFERORS

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

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

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

SEC. 7.03 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 7.04 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 7.05 HUMAN TRAFFICKING

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

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

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

SEC. 7.06 RIGHT OF REJECTION

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

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

Minor informalities that:

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

may be waived by the procurement officer.

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

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

SEC. 7.07 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 7.08 DISCLOSURE OF PROPOSAL CONTENTS

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

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade



Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

SEC. 7.09 ASSIGNMENTS

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. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 7.10 DISPUTES

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

SEC. 7.11 SEVERABILITY

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

SEC. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.06 RIGHT OF REJECTION**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this IRFP or that diminish the state's rights under any contract resulting from the IRFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

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.

SEC. 7.13 FEDERALLY IMPOSED TARRIFFS

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

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

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

- 1) Standard Agreement Form -
- 2) Attachment A- Cost Proposal
- 3) Attachment B-Camera and Drone Specifications