



STATE OF ALASKA
Department of Revenue
Alaska Natural Gas Development Authority (ANGDA)
411 W. 4th Ave., Anchorage, AK 99501
Tel: (907) 257-1393

Request For Proposals
RFP Number 2008-0400-7718
Date of Issue: February 25, 2008

Title and Purpose of RFP:

**WETLANDS DELINEATION
& PROJECT MANAGEMENT**

Offerors Are Not Required To Return This Form.

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

| **Carol Gamez**
Procurement Officer
Department of Revenue

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01

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

Offerors must submit one original and five copies of their proposal, in writing, to the procurement officer's delegate in a sealed envelope. It must be addressed as follows:

Department of Revenue
Alaska Natural Gas Development Authority (ANGDA)
Attention: Corrie Young, ANGDA
Request for Proposal (RFP) Number: 2008-0400-7718
Project name: Wetlands Delineation & Project Management
411 W. 4th Avenue, First Floor
Anchorage, AK 99501

Proposals must be received no later than 1:00 P.M., Alaska Time on March 17, 2008. Fax proposals or oral proposals are not acceptable.

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

- When submitting your proposal, please submit a single price proposal enclosed in a separate sealed envelope and identify envelope as:

1. RFP Reference Number: 2008-0400-7718
2. Price Proposal: Wetlands Delineation & Project Management
3. Name(s) of the Offeror.

NOTE: The Price Proposal must be signed and dated by the person who prepares it (may be different signatures for each Subcontractor).

PROCUREMENT OFFICER: Carol Gamez, Dept. of Revenue – PHONE 907-465-2313 - FAX 907-465-2014

PROCUREMENT OFFICER'S REPRESENTATIVE: Corrie Young, ANGDA – PHONE 907-257-1393

IMPORTANT: In order to be included in RFP correspondence, all contractors who intend to bid must register with Procurement Officer or Procurement Officer's Representative listed above.

1.02

Contract Term and Work Schedule

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

The length of the contract will be from the date of award, approximately March 21, 2008, until March 21, 2009.

The approximate contract schedule is as follows:

- Issue **February 25, 2008**
- Pre-Proposal Conference **March 5, 2008**
- Proposals Due **March 17, 2008**
- Proposal Evaluation Committee complete evaluation by **March 18, 2008**
- State of Alaska issues Notice of Award **March 18, 2008**
- State of Alaska issues contract **March 28, 2008**
- Contract Start **March 28, 2008**
- Monthly Summary Reports due to ANGDA within 1 week of the ending of each month.
First monthly report due **May 7, 2008**
- Draft Executive Summary and Report(s) due **November 30, 2008**
- Final Executive Summary and Report(s) due **January 10, 2009**

1.03

Purpose of the RFP

The Department of Revenue, Alaska Natural Gas Development Authority (ANGDA) is soliciting proposals from qualified environmental consulting companies to complete large-scale wetland delineation NEPA-based impact evaluation required under U.S. Army Corps of Engineers Section 404 of the Clean Water Act requirements for a 370-mile gas pipeline right-of-way corridor. The delineation will consider three alternative routes.

The final product will consist of a report(s) containing information necessary to complete an AS 38.35 pipeline right-of-way application and other land-use applications.

1.04

Budget

Department of Revenue, Alaska Natural Gas Development Authority (ANGDA), estimates a budget between \$1,200,000 and \$2,000,000. dollars for this project. Proposals priced at more than \$2,000,000. will be considered non-responsive.

1.05

Location of Work

The work is to be performed, completed and managed in Alaska. Supervision and administration of contract shall be in Alaska. Any contractor travel expenses must be separately identified and included in proposal.

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

1.06

Assistance to Offerors With a Disability

Offerors with a disability may receive accommodation regarding the means of communicating this RFP 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.

1.07

Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer no later than ten days prior to the deadline set for receipt of proposals. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least 10 days prior to the deadline set for receipt of proposals.

1.08

Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the issuing office, addressed to the procurement officer's ANGDA representative. Telephone conversations must be confirmed in writing by the interested party.

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

1.09

Amendments

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

1.10 Alternate Proposals

Offerors may only submit one proposal for evaluation.

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

1.11 Right of Rejection

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

Offerors may not 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 RFP,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work, or,
- do not constitute a substantial reservation against a requirement or provision,

may be waived by the procurement officer.

The State reserves the right to refrain from making an award if it determines that to be in its best interest.
A proposal from a debarred or suspended offeror shall be rejected.

1.12 State Not Responsible for Preparation Costs

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

1.13 Disclosure of Proposal Contents

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

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

1.14

Subcontractors

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.

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:

- (a) complete name of the subcontractor,
- (b) complete address of the subcontractor,
- (c) type of work the subcontractor will be performing,
- (d) percentage of work the subcontractor will be providing,
- (e) evidence, as set out in the relevant section of this RFP, that the subcontractor holds a valid Alaska business license, and
- (f) a written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract and the main contractor will pay subcontractor for services rendered.

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.

Contractor agrees to pay subcontractor(s) for services rendered for this contract. The State will not issue separate payments from the main contract to various subcontractor(s).

1.15

Joint Ventures

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

1.16

Offeror's Certification

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

- (a) the laws of the State of Alaska,
- (b) the applicable portion of the Federal Civil Rights Act of 1964,
- (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government,
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government,
- (e) all terms and conditions set out in this RFP,
- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury,
- (g) that the offers will remain open and valid for at least 90 days, and
- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

1.17

Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., employed by the State of Alaska) and, if so, the nature of that conflict. The Commissioner, Department of Revenue, reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

1.18

Right to Inspect Place of Business

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

1.19

Solicitation Advertising

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

1.20

News Releases

News releases related to this RFP will not be made without prior approval of the Alaska Natural Gas Development Authority (ANGDA).

1.21

Assignment

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

1.22

Disputes

Any dispute arising out of this agreement will be resolved under the laws of the State of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for the State of Alaska.

1.23

Severability

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

1.24

Federal Requirements

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

SECTION TWO STANDARD PROPOSAL INFORMATION

2.01 Authorized Signature

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

2.02 Pre-proposal Conference & Bidder Registration

A pre-proposal conference will be held March 5, 2008 at 10am at ANGDA headquarters located at 411 W. 4th Avenue, First Floor, Anchorage, AK 99501.

Questions about the RFP may be submitted in writing via e-mail to ANGDA representative, Corrie Young at cyoung@jpo.doi.gov . Answers will be sent via e-mail to all prospective offerors.

It is important to register as a potential bidder with ANGDA Representative, Corrie Young at cyoung@jpo.doi.gov or 907-257-1393 in order to receive all correspondence related to this RFP.

ANGDA will not be responsible for transportation costs to attend the pre-proposal conference.

2.03 Site Inspection

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

2.04 Amendments to Proposals

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

2.05 Supplemental Terms and Conditions

Proposals must comply with Section **1.11 Right of Rejection**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the State's rights

under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

2.06

Clarification of Offers

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

2.07

Discussions with Offerors

The State may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the 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.

2.08

Prior Experience

In order for offers to be considered responsive, offerors must meet minimum experience requirements that include prior large project management experience and environmental field data collection, acquisition, and reporting for wetlands delineation NEPA-based impact evaluations required under U.S. Army Corps of Engineers Section 404 of the Clean Water Act.

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

Offeror's response must identify the period offeror has been in business under the current organization and name. Offeror shall discuss in the proposal contracts that were similar to the work proposed under this RFP. Indicate which of the project staff were involved in such contracts. For each contract, offeror shall list the contracting entities.

2.09

Evaluation of Proposals

An evaluation committee made up of at least three State employees, State contractors, or ANGDA Board Directors will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section SEVEN of this RFP.

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

2.10

Vendor Tax ID

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

2.11

F.O.B. Point

Not Applicable.

2.12

Alaska Business License and Other Required Licenses

At the time the proposals are opened, all offerors must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. Offerors should contact the Department of Community and Economic Development, Division of Occupational Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Offerors must submit evidence of a valid Alaska business license with the proposal. An offeror's failure to submit this evidence with the proposal will cause their proposal to be determined non-responsive. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license with the correct NAICS code;
- (b) certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the State's occupational licensing office; or
- (e) a sworn and notarized affidavit that the offeror has applied and paid for the Alaska business license.

2.13

Application of Preferences

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

<http://www.state.ak.us/local/akpages/ADMIN/dgs/policy.htm>

Alaska Products Preference - AS 36.30.332
Recycled Products Preference - AS 36.30.337
Local Agriculture and Fisheries Products Preference - AS 36.15.050
Employment Program Preference - AS 36.30.170(c)
Alaskans with Disability Preference - AS 36.30.170 (e)
Employers of People with Disabilities Preference - AS 36.30.170 (f)

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

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

2.14

5 Percent Alaskan Bidder Preference 2 AAC 12.260 & AS 36.30.170

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

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

Alaskan Bidder Preference Affidavit

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

2.15

Formula Used to Convert Cost to Points

AS 36.30.250 & 2 AAC 12.260

The distribution of points based on cost will be determined as set out in 2 AAC 12.260 (d). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below. In the generic example below, cost is weighted as 70% of the overall total score. The weighting of cost may be different in your particular RFP. See section SEVEN to determine the value, or weight of cost for this RFP.

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

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

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

[STEP 2]

Convert cost to points using this formula.

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

The RFP allotted 70% (70 points) of the total of 100 points for cost.

Offeror #1 receives 70 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, 70 points.

Offeror #2 receives 65.5 points.

$$\begin{array}{ccccccc} \$40,000 & \times & 70 & = & 2,800,000 & \div & \$42,750 & = & 65.5 \\ \text{LOWEST COST} & & \text{MAX POINTS} & & & & \text{OFFEROR \#2} & & \text{POINTS} \\ & & & & & & \text{ADJUSTED BY} & & \\ & & & & & & \text{THE APPLICATION OF} & & \\ & & & & & & \text{ALL APPLICABLE} & & \\ & & & & & & \text{PREFERENCES} & & \end{array}$$

Offeror #3 receives 58.6 points.

$$\begin{array}{ccccccc} \$40,000 & \times & 70 & = & 2,800,000 & \div & \$47,500 & = & 58.9 \\ \text{LOWEST COST} & & \text{MAX POINTS} & & & & \text{OFFEROR \#3} & & \text{POINTS} \\ & & & & & & \text{ADJUSTED BY} & & \\ & & & & & & \text{THE APPLICATION OF} & & \\ & & & & & & \text{ALL APPLICABLE} & & \\ & & & & & & \text{PREFERENCES} & & \end{array}$$

2.16

Alaskan Offeror's Preference AS 36.30.250 & 2 AAC 12.260

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

EXAMPLE

Alaskan Offeror's Preference

[STEP 1]

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

Total number of points available - 100 Points

$$\begin{array}{ccccccc} 100 & \times & 10\% & = & 10 \\ \text{Total Points} & & \text{Alaskan Offerors} & & \text{Number of Points} \\ \text{Available} & & \text{Percentage Preference} & & \text{Given to Alaskan Offerors} \\ & & & & \text{Under the Preference} \end{array}$$

[STEP 2]

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

Offeror #1 - 89 points

Offeror #2 - 80 points

Offeror #3 - 88 points

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

*Offeror #1 - **89 points***

*Offeror #2 - **90 points***

*Offeror #3 - **98 points***

Offeror #3 is awarded the contract.

2.17

Contract Negotiation

2 AAC 12.315 CONTRACT NEGOTIATIONS. After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the ANGDA conference room in the ANGDA offices located at 411 W. 4th Avenue, First Floor, Anchorage, Alaska 99501.

Offeror will be responsible for their travel and per diem expenses related to said negotiation, if required.

2.18

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.

2.19

Notice of Intent to Award — Offeror Notification of Selection

After the completion of contract negotiation the procurement officer's ANGDA representative 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.

2.20

Protest

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

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

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least 10 days prior to the deadline set for receipt of proposals.

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

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

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

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

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

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

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

SECTION THREE STANDARD CONTRACT INFORMATION

3.01 Contract Type

This contract is a Fixed-Fee Contract.

3.02 Contract Approval

This RFP does not, by itself, obligate the State. The State's obligation will commence when the contract is approved by the Commissioner of the Department of Revenue, or the Commissioner's designee. Upon written notice to the contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

3.03 Standard Contract Provisions

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendices A, B, C, D, E). 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 the Appendices must be set out in the offeror's proposal.

3.04 Proposal as a Part of the Contract

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

3.05 Additional Terms and Conditions

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

3.06 Insurance Requirements

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the State. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide

evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form APPENDIX B1, attached, for details on required coverage.

3.07

Bid Bond - Performance Bond - Surety Deposit

Bid Bond and Surety Deposit will not be required for this project.

3.08

Contract Funding

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

3.09

Proposed Payment Procedures

The State will make payments based on a negotiated payment schedule. Each billing must consist of an invoice with a detailed log of the hours worked and a description of the work performed during those hours. Copies of receipts for reimbursements of related expenses must be submitted with the invoice in order to be reimbursed. No payment will be made until the progress report and invoice have been approved by the project director.

3.10

Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Revenue or the Commissioner's designee. Under no conditions will the State be liable for the payment of any interest charges associated with the cost of the contract.

The State is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

3.11

Informal Debriefing

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

3.12

Contract Personnel

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract.

3.13

Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the project director determine that corrections or modifications are necessary in order to accomplish its intent, the project director may direct the contractor to make such changes. The contractor will not unreasonably withhold such changes. Substantial failure of the contractor to perform the contract may cause the State to terminate the contract. In this event, the State may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

3.14

Termination for Default

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

This clause does not restrict the State's termination rights under the contract provisions of Appendix A, attached.

3.15

Liquidated Damages

The State will not include liquidated damages in this contract to assure its timely completion.

3.16

Contract Changes - Unanticipated Amendments

As the work progresses the State may elect to utilize the contractor for additional work within the scope of this agreement and request to negotiate a lump sum fee for some of that additional work. In these circumstances the State and the contractor will negotiate a rate for the additional work that may be required based upon the rates above. Prior to beginning any additional work the contractor will provide a written proposal to the state and an amendment to the contract will be issued for the additional work. The State will not be responsible for any additional costs incurred by the contractor without a written amendment.

3.17

Contract Invalidity

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

SECTION FOUR BACKGROUND INFORMATION

4.01 Background Information

The Alaska Natural Gas Development Authority (ANGDA) is working on a pipeline project (Alaska Gas Spur Line) to bring North Slope natural gas to South-central, Alaska. More information about ANGDA is available at: www.angda.state.ak.us. The AGSL project is premised on the construction of a mainline to Delta Junction from the North Slope of Alaska. AGSL lateral pipeline will connect to mainline at Delta Junction.

The Alaska Gas Spur Line (AGSL) is comprised of three segments: 1) Delta Junction to Glennallen (following Trans Alaska Pipeline System), 2) Glennallen to Palmer, and 3) Palmer to Beluga Gas Fields.

Detailed information about the Alaska Gas Spur Line project is available at the ANGDA website (referenced above) under the heading of AGIA application(s).

Existing ANGDA reports that may assist contractor in their work along the Glennallen to Palmer corridor are:

1. Archaeology Report – by SHAW Environmental, Inc.
2. Engineering Report – Michael Baker, Jr., Inc.
3. Field Reconnaissance – RL&A Enterprises
4. Field Reconnaissance - SHAW Environmental, Inc.
5. River Crossings – Michael Baker, Jr. Inc.
6. Fault Zone Crossings – URS Corporation

ANGDA right-of-way reports and detailed alignment maps may be viewed on-line at www.jpo.doi.gov/angda/angda.htm.

In July 2006, ANGDA received a conditional right-of-way lease for the Glennallen to Palmer segment; therefore many reports and studies have been conducted along that segment. Contractor may review said reports in ANGDA library.

SECTION FIVE SCOPE OF WORK

5.01 Scope of Work

Wetlands Delineation

The Alaska Natural Gas Development Authority (ANGDA) is soliciting Requests For Proposals (RFP) from qualified environmental consulting companies to complete large-scale wetland delineation NEPA-based impact evaluation required under U.S. Army Corps of Engineers Section 404 of the Clean Water Act requirements for a 370 miles of gas pipeline right-of-way corridor. The delineation will consider three alternative routes.

The final product will consist of a report(s) containing information necessary to complete an AS 38.35 pipeline right-of-way application and other land-use applications.

The RFP will include the following work tasks:

Work Tasks:

- “table top” review and definition of wetlands through existing photos and research
- field reconnaissance
- accurate wetland boundary determinations
- assessment, documentation, and analysis of wetland functions, conditions, and values
- sensitive species inventory
- vegetation mapping intermittent stream and stream bank determinations
- wildlife habitat assessment

As the work progresses, the State may elect to utilize the contractor for additional work within the scope of this agreement and request to negotiate a lump sum fee for the additional work. In these circumstances, the State and the contractor will negotiate a fixed cost for the additional work.

Prior to beginning any additional work the contractor will provide a written proposal to the State and an amendment to the contract will be issued for the additional work. The State will not be responsible for any additional costs incurred by the contractor without a written amendment.

All work will be in compliance with all Federal and State of Alaska requirements.

A pre-proposal conference will be held in the ANGDA office at 411 West Fourth Avenue, Anchorage, Alaska 99501.

5.02 Deliverables

1. **Monthly Progress Reports** due one week after the end of each month. Monthly progress reports to describe:

- a) Progress and locations of environmental teams,
- b) Any known field issues that may not be overcome by engineering design,
- c) Project schedule update.

2. **Draft Executive Summary and Draft Final Report** due by November 30, 2008. Final report must include:

Complete documentation of field work process, outcomes and mapping of findings for each task described in Scope of Work (Section 5.01 of this RFP),

3. **Executive Summary and Final Report** due by January 10, 2009. Final report must include:

Complete documentation of field work process, outcomes and mapping of findings for each task described in Scope of Work (Section 5.01 of this RFP),

4) Project's complete **Wetlands Delineation** documents to meet **U. S. Army Corps of Engineers** requirements.

5) Deliver Wetlands Delineation to Army Corps of Engineers on behalf of ANGDA.

Each deliverable must contain: an "original" and four copies plus 2 electronic copies (in Microsoft Word and/or Excel).

SECTION SIX

PROPOSAL FORMAT AND CONTENT

6.01

Proposal Format and Content

The State discourages overly lengthy and costly proposals, however, in order for the State to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

6.02

Introduction

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

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

6.03

Understanding of Project

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

6.04

Management Plan & Methodology for the Project

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

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

6.05 Experience and Qualifications

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

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

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

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

6.06 Cost Proposal

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of each task within 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. Cost proposals must be submitted in a separate, sealed envelope.

6.07 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive and if the contractor is capable of performing the work. They will then be evaluated using the criteria set out in Section SEVEN.

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

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

Contractor plan must reflect tight seasonal timeline on completion of work and work product must be understandable to the public at large. **ANGDA must be confident the Contractor can perform and manage the work.**

SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

ANGDA is soliciting proposals for **Wetlands Delineation and Project Management** and has budgeted \$1,200,000.-\$2,000,000 for the contract. Contract work, reporting, and coordination will be in the State of Alaska.

Offerors shall submit a fixed fee for performing the work. Evaluation of the proposed price will be weighted at 40% leaving 60% weight for responses to the evaluation criteria in Section 7, Criteria 7.01 through 7.05.

Alaska Offeror Preference (as indicated in 7.04) will also be considered (10% weight).

7.01 Understanding of Project (10 Percent)

Proposals will be evaluated against the questions set out below:

- a. Contractor response must demonstrate the contractor's understanding of the objectives and services of the proposed contract.
- b. Consider if the statement of services is sufficiently explicit and are achievable.
- c. Define any assumptions made in developing the response.
- d. Describe what, when, where, how and in what sequence the work will be performed.
- e. Consider how each task will be implemented and what services or interaction is required with ANGDA.

7.02 Proposed Project Staff / Relevant Work Experience / Time Commitment & Availability (15 Percent)

Proposals will be evaluated against the questions set out below:

- a. Contractor response must name the individuals to perform the following functions as well as any other professional/technical functions necessary to perform the services:
 - Contract management
 - Project management
 - Technical staff
- b. Describe the work to be performed by the listed individuals to perform essential functions and detail their specific qualifications and substantive experience directly relating to the proposed contract.

-
- c. A response prepared specifically for this proposal is required. Marketing resumes often include non-relevant information, which may detract from the evaluation of the proposal.
 - d. For each person named, identify his or her employer, professional discipline or job classification and state of residency. List at least three professional references (contact persons and telephone numbers) for each person.
 - e. Specify who will have overall responsibility for the contract; who will have direct responsibility for managing the specific disciplines; and what the lines of authority are.
 - f. Contractor response must (1) discuss both current and potential commitments of contractor's proposed staff to all clients; (2) describe projected workload of contractor; (3) demonstrate adequate support personnel, facilities and other resources required.
 - g. Specify time allocation commitments and contractor's availability to perform the work in a timely manner.

7.03

Contract Cost (40 Percent)

Contractor shall provide total cost for Work Tasks and Deliverables described in Section 5.01 and 5.02.

The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

Converting Cost to Points

The lowest cost proposal for the maximum amount of task work will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.15.

7.04

Alaskan Offeror's Preference (10 Percent)

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

7.05

Management Plan for the Project (25 Percent)

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

SECTION EIGHT ATTACHMENTS

8.01 Attachments

1. Standard Agreement Form
2. Appendix A
3. Appendix B1
4. Appendix C & D
5. Appendix E