

STATE OF ALASKA REQUEST FOR PROPOSALS



ALASKA HIGHWAY SAFETY OFFICE ADMINISTRATIVE SUPPORT SERVICES RFP 2517H039

ISSUED MAY 11, 2017

THE DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES (DOT&PF), DIVISION OF PROGRAM DEVELOPMENT SEEKS CONSULTING SERVICES TO ASSIST THE ALASKA HIGHWAY SAFETY OFFICE (AHSO) IN THEIR ADMINISTRATION OF GRANTS, COMPLIANCE WITH STATE AND FEDERAL REGULATIONS, DEVELOPMENT AND CONTINUANCE OF STAKEHOLDER INVOLVEMENT AND TO OFFER IMPROVEMENT TO THE EFFICIENCY AND EFFECTIVENESS OF THEIR PROGRAM DELIVERY.

ISSUED BY:

DEPARTMENT OF TRANSPORTATION
DIVISION OF ADMINISTRATIVE SERVICES
STATEWIDE CONTRACTING & PROCUREMENT

PRIMARY CONTACT:

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PROCUREMENT OFFICER
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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.

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INTRODUCTION AND INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Alaska Department of Transportation & Public Facilities, Division of Program Development (DOT&PF) seeks consulting services to assist the Alaska Highway Safety Office (AHSO) in their administration of grants, compliance with State and Federal requirements, development and the continuance of stakeholder involvement and to offer improvement to the efficiency and effectiveness of their program delivery.

SEC. 1.02 BUDGET

Department of Transportation, Division of Program Development (DOT&PF), estimates a budget of **\$400.000 dollars (\$100,000 per year)** for completion of this project. Proposals priced at more than **\$400,000 DOLLARS** will be considered non-responsive.

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

Approval or continuation of a contract resulting from this is contingent upon legislative appropriation.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **4:00 pm prevailing Alaska Time on June 1, 2017.**

SEC. 1.04 PRIOR EXPERIENCE

Offerors proposals must clearly demonstrate a minimum of seven (7) years of prior experience working with government agencies in a transportation safety related field, including technical and program support to government agencies. An offeror's failure to meet this minimum requirement will cause their proposal to be considered non-responsive and their proposal will be rejected.

Proposals must demonstrate the offeror's knowledge and experience in working with the following:

1. National Highway Transportation Safety Administration policies and procedures targeted toward state highway safety offices
2. Strategic Highway Safety Plans (SHSP's)
3. Other transportation safety plans
4. Grant administration support

Proposals must provide a minimum of three (3) examples demonstrating similar program support projects either completed or ongoing by the offeror's firm. Offerors may identify a website address or submit a client contact name and phone number for each project.

Demonstrated prior minimum experience will be forwarded to the PEC members for evaluation per Section 4.06.

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

SEC. 1.05 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 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 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 ten days before the deadline for receipt of proposals.

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

PROCUREMENT OFFICER: **JANICE WILSON** – PHONE **907-465-8446** - FAX **907-465-3124**

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit one (1) original and three (3) copies 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:

Department of Transportation & Public Facilities
Statewide Contracting & Procurement
Attention: Janice Wilson
Request for Proposal (RFP) Number: 2517H039
RFP Title: Alaska Highway Safety Office Administrative Services
P.O. Box 112500
(3132 Channel drive, suite 350)
Juneau, AK, 99811-2500

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.

Important Note: There is **no** overnight express mail delivery to Juneau, Alaska. **All expedited mail services take at least two nights.**

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 RFP. 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:

- 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.

(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 Commissioner of the Department of Transportation reserves the right to **consider a proposal non-responsive and reject it or** cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

(e) FEDERAL REQUIREMENTS

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

(f) BID BOND - PERFORMANCE BOND - SURETY DEPOSIT

Not applicable.

SEC. 1.09 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.

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 RFP

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 after receiving the RFP from the State of Alaska Online Public Notice web site. **All Mandatory Return amendments will be so noted and must be signed, dated and returned with the offeror's proposal.**

SEC. 1.12 RFP SCHEDULE

The RFP 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 by the same number of days.

- | | |
|---|----------------|
| • Issue RFP | May 11, 2017, |
| • Questions Due | May 22, 2017, |
| • Deadline for Receipt of Proposals | June 1, 2017, |
| • Proposal Evaluation Committee complete evaluation by | June 14, 2017, |
| • State of Alaska issues Notice of Intent to Award a Contract | June 16, 2017, |
| • State of Alaska issues contract | June 26, 2017, |
| • Contract start | July 1, 2017. |

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 Transportation, 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.

SEC. 1.13 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held for this solicitation. See Section 1.06 for instructions on submitting questions regarding this RFP.

SEC. 1.14 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.

SEC. 1.15 NEWS RELEASES

News releases related to this RFP will not be made without prior approval of the project director.

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The Alaska Highway Safety Office (AHSO) mission is “to enhance the health and well-being of Alaska’s people through programs aimed at saving lives and preventing injuries on Alaska’s highways.” The six main priority areas are: Impaired Driving Countermeasures; Occupant Protection; Speeding and Aggressive Driving; Motorcycle Safety; Traffic Records Data System Improvement; and, other areas such as teen drivers, older drivers, distracted driving and pedestrian & bicycle safety.

The AHSO is tasked with coordinating the state’s behavioral traffic safety programs to effectively reduce traffic related deaths and injuries. The AHSO works with Federal, State, Local, Tribal, and private partners to create traffic safety programming focused on public outreach and education, enforcement, promotion of new safety technology, and integration of public health strategies. Priorities are set annually using a data-driven problem identification process to determine the problems and the locations with the greatest need for assistance. Performance measures are tracked annually to determine programming effectiveness.

The AHSO administers federal funding to appropriate projects through a grant awarding process. The AHSO staff work with partners in communities to develop strong projects with the message of Highway Safety for all Alaskans. The AHSO is also responsible for providing technical assistance to grantees and ensuring compliance with federal program regulations and guidelines.

The AHSO is responsible for counting and analyzing the State's motor vehicle fatalities through the Federal Fatality Analysis Reporting System (FARS) program. The FARS Analyst is responsible for counting and analyzing the State’s motor vehicle crash fatalities. FARS is an important resource for the National Highway Traffic Safety Administration (NHTSA), the states, and the traffic safety community. The FARS data, a census of all fatal motor vehicle traffic crashes in the U.S., helps NHTSA and others understand and describe the national and state traffic safety environment. FARS data are used to identify problem areas, evaluate safety countermeasures, and to facilitate the development of traffic safety programs at the national, state, and local levels. FARS data provide a basis for Agency decisions in traffic safety, crashworthiness research, and rulemaking. In addition, the consistency of definitions for data in FARS allows an individual state or geographical area to assess its traffic safety situation in relation to the national experience and that of other states.

ATRCC & TraCS (Committees)

The AHSO facilitates the Alaska Traffic Records Coordinating Committee (ATRCC) and the Traffic and Criminal Software Steering Committee. The ATRCC was created to bring agencies together who are interested in reducing traffic injuries and deaths by improving the timeliness, accuracy, completeness, uniformity, integration, and accessibility of traffic crash data. The ATRCC meets at least once each month to discuss ongoing and upcoming traffic records projects. The TraCS Steering Committee was formed to oversee TraCS implementation in Alaska. This committee meets monthly and includes agency personnel from Alaska DOT&PF, Alaska Court System, Division of Motor Vehicles, Department of Public Safety, the Department of Health & Social Services, the Alaska

Railroad Corporation Police, the Soldotna Police Department, and the Anchorage Police Department. TraCS is an application software that combines with laptop computers, one or more PCs in a central office, and data communications to provide officers with all of the functionality necessary to record and retrieve incident information wherever and whenever an incident occurs.

Strategic Highway Safety Plan (SHSP)

The AHSO is directly involved with developing and implementing the Department's Strategic Highway Safety Plan (SHSP), see <http://dot.alaska.gov/stwdplng/shsp/index.shtml>. The AHSO was key in developing the Driver Behavior Emphasis Area and strategies, soliciting stakeholder support and involvement and in developing the Task Forces (Aggressive Driving, Distracted Driving and Remote Public Roads). The AHSO will continue to support the SHSP as a member on the Implementation Team and in providing FARS data to evaluate the plan's performance.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Alaska Department of Transportation and Public Facilities is seeking a consultant to assist the AHSO in administering grants, meeting state and federal requirements, develop and maintain stakeholder involvement, and other requests necessary to improve the efficiency and effectiveness of AHSO's program delivery. The Scope of work entails the deliverables outlined in Sec. 3.03.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from July 1, 2017 through June 30, 2018 with three (3) one-year optional renewals to be exercised at the sole discretion of the State.

The approximate contract schedule is as follows:

First contractor work period **JULY 1, 2017 to JUNE 30, 2018,**

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

SEC. 3.03 DELIVERABLES

The contractor will be required to provide the following deliverables:

1. Highway Safety Plan (HSP), 405 Application and Adminstrating Grants/Programs

- a) Assist the AHSO in establishing and listing the evidence-based performance measures and quantifiable annual performance targets (includes the required 14 core national performance measures) with a justification for each performance target that explains why the target is appropriate and data-driven.
- b) Document safety stakeholder input on AHSO performance targets and new strategies for achieving HSP's performance targets, and identify the participants in the processes (e.g., highway safety committees, community and constituent groups).
- c) Describe the strategies for project or activity selection (e.g., constituent outreach, public meetings, solicitation of proposals).
- d) Identify and document efforts to coordinate the HSP, data collection and information systems with the State's Strategic Highway Safety Plan (SHSP).
- e) Review and edit the section on Highway Safety Strategies and Projects, including confirming or updating the evidence of effectiveness for each program and project description.
- f) Draft the HSP which complies with the latest NHTSA and GHSA HSP Guidance and submit to the AHSO for review.
- g) Revise the draft HSP based upon the AHSO's comments.
- h) Prepare and submit the final FAST ACT & NHTSA compliant HSP to the AHSO in Word and PDF formats.
- i) Assist the AHSO in responding to NHTSA's post-submission input and revise the HSP if necessary.

- j) Assist the AHSO in the development of the 405 applications with similar tasks as described above.
- k) Review and provide input on grant applications.
- l) Develop and/or revise grant guidance documents.
- m) Draft position descriptions and scopes of work for subcontractor working on grant program.
- n) Review and provide input on grantee deliverables.

2. Program Area Strategic Plans (e.g., impaired driving, occupant protection, traffic records, motorcycle safety, pedestrian/bicycle)

- a) Review current state data, relevant plans, and activities.
- b) Identify key stakeholders for coalitions, task forces, etc.
- c) Prepare for, develop meeting materials and handouts, facilitate and document stakeholders/task force meeting(s) (includes travel).
- d) Discuss stakeholder recommendations via teleconference or webinar with the AHSO project team to determine which recommendations to incorporate into the strategic plan.
- e) Draft the strategic plan(s) and submit to the AHSO for review.
- f) Track performance and prepare the final draft of the strategic plan(s), and submit to the AHSO for final review.

NOTE: The stakeholder/Task Force meeting(s) is conducted in addition to the NHTSA Assessment (see below).

3. NHTSA Program Area Assessments (may be used to support program area strategic plan development)

- a) Prepare AHSO letter to NHTSA requesting assessment.
- b) Prepare briefing book for assessment team.
- c) Secure meeting room accommodations with adequate space, visual aid equipment, internet connection, and room setup for the most beneficial conduct of the assessment.
- d) Arrange for interview teleconference services for out-of-town interviewees.
- e) Assist the AHSO in identifying assessment presenters and interviewees.
- f) Assist with development of the assessment schedule.
- g) Secure hotel accommodations for assessment team members and invited guests; and serve as the central point of contact for inquiries from assessment team members, invited speakers, attendees, and guests. (This task does not include making travel arrangements for assessment members, invited speakers, attendees, and guests.)
- h) Schedule and invite presenters and interviewees (prepare invitation and confirmation follow up letter/email script for presenters and interviewees).
- i) Prepare materials for AHSO presentations.
- j) Provide logistical on-site support during the assessment (includes travel).
- k) Review assessment draft report and provide comment to the AHSO.

4. Annual Report (AR)

- a) Assist the AHSO in developing a general description of each project and activity funded and implemented including the total Federal fund expenditures.
- b) Ensure HSP project list is updated to reflect any projects added throughout the year.

- c) Document any reallocation of funds between program areas or changes to the HSP during the fiscal year.
- d) List measure, performance target and results for each core, behavioral, activity and other measure identified in the HSP.
- e) Document, when available, data on a prior year project(s) which indicates that the project(s) contributed to meeting the current highway safety targets.
- f) Ensure HS 217 contains the AHSO's final claims for its own grants to fund the program management and planning and administration costs.
- g) Draft the AR which complies with the latest NHTSA and GHSA AR Guidance and submit to AHSO for review.
- h) Prepare the final draft of the AR and submit to the AHSO for final review.
- i) Revise the draft AR based upon the AHSO's comments.
- j) Prepare and submit the final FAST Act & NHTSA compliant AR to the AHSO in Word and PDF formats.
- k) Assist the AHSO in responding to NHTSA's post-submission input, and revise the AR if necessary.

SEC. 3.04 CONTRACT TYPE

This contract is a firm, fixed price contract based on hourly rates.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

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

SEC. 3.06 PROMPT PAYMENT FOR STATE PURCHASES

The state is eligible to receive a **5%** discount for all invoices paid within **15** business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

SEC. 3.07 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Transportation & Public Facilities 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.

SEC. 3.08 LOCATION OF WORK

All tasks described in the Scope of Work (Section Three) may require travel to Juneau or Anchorage, Alaska. Contractors should expect up to three (3) trips per task to either city or both per trip throughout the term of the contract. Trips may be combined to include more than one task.

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

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 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.

SEC. 3.10 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.11 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. 3.12 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. 3.13 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. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 3.14 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. The project director may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. 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.

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 project director has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Transportation 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).

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 INSURANCE REQUIREMENTS

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

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form **APPENDIX B1**, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in **APPENDIX B1** must be set out in the offeror's proposal.

SEC. 3.18 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 in **SECTION 8. EXHIBITS**.

SEC. 3.19 CONTRACT PRICE ADJUSTMENTS

Contract hourly rate prices will remain firm for the initial 12 months of the contract. The Contractor may request a price adjustment, in writing to the Procurement Officer, 30 days prior to the contract renewal date. If a contractor fails to request a price adjustment 30 days prior to the renewal date, the adjustment will be effective 30 days after the state receives their written request.

Price adjustments for hourly labor rates will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Anchorage Area.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average July 2016 through December 2016 and each July through December six month average thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 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.

SEC. 4.02 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.

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.

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.

SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

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

SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

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

Offerors must clearly provide evidence in writing, separate from the resumes, that they meet the minimum prior experience requirement listed in Section 1.04 Prior Experience. The page location of that evidence must be identified on the Checklist.

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:

- title,
- resume,

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

Offerors should provide full descriptions within their proposal of the required prior experience described in Section 1.04 and provide three (3) examples demonstrating similar program support projects either completed or ongoing by the offeror's firm. Offerors must highlight their knowledge and experience in working with:

1. National Highway Transportation Safety Administration policies and procedures targeted toward state highway safety offices
2. Strategic Highway Safety Plans (SHSP's)
3. Other transportation safety plans
4. Grant administration support

The evidence submitted with your proposal in support of prior experience will be forwarded to the Procurement Evaluation Committee for evaluation. Offerors will be evaluated on their related transportation planning experience and criteria within the attached Proposal Evaluation Form.

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

SEC. 4.07 COST PROPOSAL

Offerors must complete the Cost Proposal provided in this RFP. Failure to complete the Cost Proposal provided may result in the proposal being deemed non-responsive and rejected. **Submit only one Cost Proposal in a separate, sealed envelope.**

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.

The State will reimburse the Contractor's actual travel expenses per the following criteria:

- Airfare is limited to coach fare.
- Lodging
- Reimbursement for meals will not exceed \$60.00 per day.
- Rental vehicles are limited to midsize, make and model as opposed to premium options.
- Receipts must be provided with the invoice for all travel expenses.
- Vehicle mileage reimbursement as of January 1, 2017 = \$0.535/mile. *Rates based upon State of Alaska, DOA, Finance website: http://doa.alaska.gov/dof/travel/resource/pov_rate_table.pdf*
- All travel costs must be shown as separate line items on the invoice.

State of Alaska Travel Policies: http://fin.admin.state.ak.us/dof/ak_admin_manual/resource/60t.pdf

All travel must be pre-approved by the Project Director.

SEC. 4.08 EVALUATION CRITERIA

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.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1000

SEC. 5.01 UNDERSTANDING OF THE PROJECT (15%)

Maximum Point Value for this Section - 150 Points

1000 Points x 15 Percent = 150 Points

Proposals will be evaluated against the questions set out below:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 4) Has the offeror demonstrated an understanding of NHTSA requirements directed at the state highway safety offices?

SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (10%)

Maximum Point Value for this Section - 100 Points

1000 Points x 10 Percent = 100 Points

Proposals will be evaluated against the questions set out below:

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology include approaches to meeting NHTSA requirements timely and effectively?

SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (5%)

Maximum Point Value for this Section - 50 Points

1000 Points x 5 Percent = 50 Points

Proposals will be evaluated against the questions set out below:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) Is the organization of the project team clear?
- 3) How well does the management plan illustrate the lines of authority and communication?

- 4) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 5) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (20%)

Maximum Point Value for this Section - 200 Points
1000 Points x 20 Percent = 200 Points

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

- a) Do the individuals assigned to the project have experience on similar projects?
- b) How extensive is the applicable education and experience of the personnel designated to work on the project?

2) Questions regarding the firm and subcontractor (if used):

- a) Has the firm provided evidence of having worked on similar tasks? (Three examples of previous work)?
- b) Has the firm provided an overview of their services or products?
- c) Has the firm demonstrated sufficient experience in facilitating grant programs?
- d) Has the firm demonstrated it is established in the transportation safety industry?
- e) If a subcontractor will perform work on the project, how well does their experience and qualifications meet the deliverables of the project?

SEC. 5.05 CONTRACT COST (40 %)

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.12.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 3.15.

SEC. 5.06 ALASKA OFFEROR PREFERENCE (10 %)

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

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 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.

SEC. 6.02 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 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. 6.03 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. Individuals designated by the procurement officer at the state's expense will make site inspection.

SEC. 6.04 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. 6.05 DISCUSSIONS WITH OFFERORS

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement 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. 6.06 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 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.

SEC. 6.07 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 contract negotiations are

commenced, they may be held in Juneau, Alaska, the offeror will be responsible for their travel and per diem expenses.

SEC. 6.08 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. 6.09 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. 6.10 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 ten days prior to the deadline for receipt of proposals.

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

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days 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:

- 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.

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 protest. 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."

SEC. 6.11 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 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 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)
- Alaska Veteran's Preference - AS 36.30.321(f)

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. 6.12 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:

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) 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;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, 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
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Statement

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

If the offeror is a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the offeror is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

SEC. 6.13 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:

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

Alaska Veteran Preference Statement

In order to receive the Alaska Veteran Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

SEC. 6.14 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. 6.15 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. 6.16 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 RFP 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.

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

Offeror #3 receives 33.7 points.

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

(b) ALASKA OFFEROR PREFERENCE**STEP 1**

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

100 Total Points Available in RFP x 10% Alaska offerors preference = 10 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 RFP. 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 02-093/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.

SEC. 7.02 PROPOSAL AS A PART OF THE CONTRACT

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

SEC. 7.03 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.

SEC. 7.04 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: <http://www.state.gov/j/tip/>

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

SEC. 7.05 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.

SEC. 7.06 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. 7.07 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.

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. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

SEC. 7.08 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.

SEC. 7.09 DISPUTES

A contract resulting from this RFP 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. 7.10 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.

SEC. 7.11 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.05 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:

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

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. 7.12 CONTRACT INVALIDATION

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

SEC. 7.13 SOLICITATION ADVERTISING

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

SECTION 8. ATTACHMENTS**SEC. 8.01 ATTACHMENTS****Included in this RFP Document:**

- 1) Proposal Evaluation Form
- 2) Cost Proposal
- 3) Checklist

Attached Separately:

- 4) Standard Agreement Form – Appendix A & B1
- 5) Notice of Intent to Award

ATTACHMENT 1: PROPOSAL EVALUATION FORM

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

Person or Firm Name:

Name of Proposal Evaluation (PEC) Member:

Date of Review:

RFP Number: **2517H039**

EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS **1000**

7.01 Understanding of the Project—15 Percent

Maximum Point Value for this Section - 150 Points

1000 Points x 15 Percent = 150 Points

Proposals will be evaluated against the questions set out below.

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

NOTES

- 2) How well has the offeror identified pertinent issues and potential problems related to the project?

NOTES:

- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

NOTES:

- 4) Has the offeror demonstrated an understanding of NHTSA requirements directed at the state highway safety offices?

NOTES:

EVALUATOR'S POINT TOTAL FOR 7.01: _____

7.02 Methodology Used for the Project—10 Percent

Maximum Point Value for this Section - 100 Points

1000 Points x 10 Percent = 100 Points

Proposals will be evaluated against the questions set out below.

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

NOTES:

- 2) How well does the methodology match and achieve the objectives set out in the RFP?

NOTES:

- 3) Does the methodology include approaches to meeting NHTSA requirements timely and effectively?

NOTES:

EVALUATOR'S POINT TOTAL FOR 7.02: _____

7.03 Management Plan for the Project—5 Percent

Maximum Point Value for this Section - 50 Points

1000 Points x 5 Percent = 50 Points

Proposals will be evaluated against the questions set out below.

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

NOTES:

- 3) Is the organization of the project team clear?

NOTES:

- 4) How well does the management plan illustrate the lines of authority and communication?

NOTES:

- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

NOTES:

- 6) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

NOTES:

EVALUATOR'S POINT TOTAL FOR 7.03: _____

7.04 Experience and Qualifications—20 Percent

Maximum Point Value for this Section - 200 Points

1000 Points x 20 Percent = 200 Points

Proposals will be evaluated against the questions set out below.

1) Questions regarding the personnel.

- a) Do the individuals assigned to the project have experience on similar projects?

NOTES:

- b) How extensive is the applicable education and experience of the personnel designated to work on the project?

NOTES:

2) Questions regarding the firm.

- a) Has the firm provided evidence of having worked on similar tasks? (Three examples of previous work)

NOTES:

- b) Has the firm provided an overview of their services or products?

NOTES:

- c) Has the firm demonstrated it is established in the transportation safety industry?

NOTES:

- d) If a subcontractor will perform work on the project, how well does their experience and qualifications meet the deliverables of the project?

NOTES:

EVALUATOR'S POINT TOTAL FOR 7.04: _____

EVALUATOR'S COMBINED POINT TOTAL FOR ALL EVALUATED SECTIONS: _____

7.05 Contract Cost — 40 PERCENT

Maximum Point Value for this Section — 400 Points

1000 Points x 40 PERCENT = 400 Points

Overall, a minimum of **40** percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under **SECTION 6.11**.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in **SECTION 6.15**.

7.06 Alaska Offeror Preference — 10 Percent

Point Value for this Section — 100 Points

100 Points x 10 Percent = 100 Points

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror 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.

COST PROPOSAL

Offeror: _____

Hourly Rates

The purpose of the cost formula is to provide a mechanism for offerors to submit fully loaded hourly rates in a manner that DOT&PF can evaluate and score cost per Section 4.07. The hourly rates identified will establish billing rates for the resultant contract.

In their performance of the tasks/deliverables described in RFP Section 3.01 and 3.03, offerors must identify the employee and the fully loaded hourly rate for each applicable job class. If the offeror's job classifications differ from those provided, the offeror must furnish a job description, the title and hourly billing rate for like position classifications.

If the offeror has multiple levels of the job classes provided, the offeror must submit each job class proposed with a job description; identify the employee, their title and the hourly rate. The total number of estimated hours must equal the State's estimated number of hours for that job class.

Job Class	Employee Name	Estimated Number of Hours	Hourly Rate	Extended Cost (Est. Hours X Hourly Rate)
Project Manager or Principal In Charge		100	\$	\$
NHTSA Regulations Specialist		150	\$	\$
Senior Transportation Planner		400	\$	\$
Transportation Planner		400	\$	\$
Grants Administrator		250	\$	\$
Writer/Editor/Desktop Publisher		200	\$	\$
Meeting Planner		200	\$	\$
Administrative/Clerical		250	\$	\$

*Hourly rates are subject to cost adjustment per RFP Section 3.19.

Total Extended Hourly Rate Cost: \$ _____
(This cost will be evaluated per Section 4.07)

COST PROPOSAL (continued)

If applicable, offerors must identify below any additional job classes and the fully loaded hourly rates for each in order for these billable rates to be included into the resultant contract.

Job Class	Employee Name	Fully Loaded Hourly Rate
		\$
		\$
		\$
		\$
		\$
		\$

PROPOSED COST BY YEAR

First Term of Contract - Year 1 (FY18) Total Cost \$ _____

Optional Renewal 1 (FY19) Total Cost \$ _____

Optional Renewal 2 (FY20) Total Cost \$ _____

Optional Renewal 3 (FY21) Total Cost \$ _____

TOTAL PROPOSED COST (Year 1 and optional renewals) \$ _____

Offerors must complete and submit all portions of this cost proposal. Failure to do so may result in the proposal being declared non-responsive and rejected.

CHECKLIST

This checklist is provided to assist both the offeror and the State in identifying the RFP requirements within the proposal. There may be additional requirements beyond those listed on this checklist. Offerors are responsible for thoroughly reviewing the RFP to make sure that they have met all the requirements and have provided all necessary information.

Offerors must complete and return this form. Failure to do so may result in the proposal being deemed non-responsive and the proposal rejected. Completion of this form does not guarantee a declaration of responsiveness.

Offeror: _____

REQUIREMENTS:	Indicate proposal page number(s) where evidence of the requirements has been provided:
Minimum Prior Experience evidence with (3) examples of previous work per Section 1.04	
Authorized Signature per Section 1.08 (a)	
Offeror's Certification per Section 1.08 (b)	
Vendor Tax ID per Section 1.08 (c)	
Conflict of Interest Statement per Section 1.08 (d)	
The complete name and address of offeror's firm and the name, mailing & email address, and telephone number of the person the state should contact regarding the proposal per Section 4.02	
Project Understanding per Section 4.03	
Project Methodology per Section 4.04	
Management Plan per Section 4.05	
Organizational Chart per Section 4.06	
Alaska Business License per Section 6.02	
Alaska Veteran Preference per Section 6.13	
Proposal not qualified or restricts the rights of the State per Section 7.05	
	✓ below
One (1) original and three (3) copies, plus one (1) CD-ROM or flash drive of proposal per Section 1.01	<input type="checkbox"/> YES
One (1) copy of Cost Proposal Worksheet in sealed separate envelope per Section 6.07	<input type="checkbox"/> YES