

STATE OF ALASKA REQUEST FOR PROPOSALS



ONLINE RESERVATION SYSTEM FOR ALASKA STATE PARKS

RFP 10-016-20

ISSUED JUNE 11, 2020

THE DEPARTMENT OF NATURAL RESOURCES, DIVISION OF PARKS AND OUTDOOR RECREATION, IS SOLICITATION COMPETITIVE PROPOSALS FOR A QUALIFIED CONTRACTOR TO PROVIDE AN ONLINE RESERVATION SYSTEM FOR THE ALASKA STATE PARKS AS SPECIFIED WITHIN THIS RFP

ISSUED BY:

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF SUPPORT SERVICES

PRIMARY CONTACT:

SHAWN M. OLSEN
PROCUREMENT OFFICER
DNR.SSD.PROCUREMENT@ALASKA.GOV
(907) 269-8687

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Natural Resources, Division of Parks and Outdoor Recreation, is soliciting proposals for a qualified contractor to provide an online reservation system for the Alaska State Parks for no cost to the State of Alaska; a more detailed description including scope of work is to be provided in Section 3.

SEC. 1.02 BUDGET

This will be a **NO COST** contract. The State has **NO** funding available for this project. Proposals requiring the State to pay for contracted services will be considered non-responsive and will be rejected.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00 p.m. prevailing Alaska Time on July 9, 2020. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

Faxed proposals, oral proposals, or proposals submitted through the IRIS Vendor Self Service (VSS) portal are not acceptable; will be considered non-responsive; and will be rejected.

SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive offerors must have, and must clearly show within their proposal, a minimum of three consecutive years of experience providing an online reservation system of the type and nature specified within this RFP. Documented experience providing an online reservation system for federal, state, or local government managed parks and outdoor recreation site, preferably within the State of Alaska, is desired.

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.

SEC. 1.05 REQUIRED REVIEW

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

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the 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.

Deadline for questions is June 23, 2020 by 2:00 p.m. prevailing Alaska Time.

PROCUREMENT OFFICER: Shawn M. Olsen – PHONE (907) 269-8687 – FAX (907) 269-8909 – TDD (907) 269-8411

SEC. 1.07 RETURN INSTRUCTIONS

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

Department of Natural Resources
Division of Support Services
Attention: Shawn M. Olsen
Request for Proposal (RFP) Number: 10-016-20

RFP Title: Online Reservation System for Alaska State Parks

550 West 7th Avenue, Suite 1330
Anchorage, Alaska 99501

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

550 West 7th Avenue, Suite 1330
Anchorage, Alaska 99501

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

550 West 7th Avenue, Suite 1330
Anchorage, Alaska 99501

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to dnr.ssd.procurement@alaska.gov as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf” (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

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

It is the offeror’s responsibility to contact the issuing agency at (907) 269-8687 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 ENROLLMENT IN IRIS

Offerors will be required to be enrolled in the State of Alaska’s Integrated Resource Information System (IRIS) database prior to award of a contract resulting from this RFP. Enrollment can be done online at the following link: <https://iris-vss.alaska.gov/webapp/PRDVSS1X1/AltSelfService>. Offerors who are not enrolled prior to award of a contract will be notified by DNR Procurement. Failure of an offeror to enroll in the IRIS database will delay award of the contract and may delay issuance of contract work.

SEC. 1.09 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; and
- G. that the offers will remain open and valid for at least 90 days.

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

(c) VENDOR TAX ID

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

(d) CONFLICT OF INTEREST

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

(e) FEDERAL REQUIREMENTS

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

SEC. 1.10 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. 1.11 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. 1.12 AMENDMENTS TO THE RFP

If an amendment is issued, it will be provided to all who were notified 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 website.

SEC. 1.13 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 accordingly. All times are prevailing Alaska Time.

- Issue RFP June 11, 2020,
- Deadline for Questions June 23, 2020 by 2:00 p.m. prevailing Alaska Time,
- Deadline for Receipt of Proposals July 9, 2020 by 2:00 p.m. prevailing Alaska Time,
- **ANTICIPATED** Proposal Evaluation Committee complete evaluation by week of July 13, 2020,
- **ANTICIPATED** Demonstrations by week of July 20, 2020,
- **ANTICIPATED** State of Alaska issues Notice of Intent to Award a Contract week of July 27, 2020,
- **ANTICIPATED** State of Alaska issues contract week of August 10, 2020,
- **ANTICIPATED** Contract start September 1, 2020.

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 Natural Resources, 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. 1.14 PRE-PROPOSAL CONFERENCE

Not Applicable for this RFP.

SEC. 1.15 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. 1.16 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 Department of Natural Resources, Division of Parks and Outdoor Recreation, is seeking a qualified contractor to provide an online reservation system for Alaska State Parks at no cost to the State of Alaska. The initial services required are for 84 public use cabins, 47 pavilions and facilities, 11 seasonal ice huts, and a portion of the campsites from 76 campgrounds owned and managed by Alaska State Parks. The intent is for all campsites to be online by the end of the new contract term.

The public use cabin system is extremely popular with Alaskans and visitors, and the number of cabins and use of the cabins have grown steadily over the years. At the beginning of the current contract in 2016, Alaska State Parks had 68 public use cabins.

Reservations are currently operated through Aspira, a reservation agency that was awarded the contract with four one-year renewals in 2016. Prior to this, reservations were made through a state-supported system that had been in place since it was developed in 1990.

It was determined that as Alaska State Parks continues to grow its inventory, it would most be effective and efficient to outsource its online reservations system to provide better customer service and to keep up with technology. The fourth year of the current contract ends on December 31, 2020 and the new contract will begin on January 1, 2021.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Natural Resources, Division of Parks and Outdoor Recreation, is soliciting proposals for a qualified contractor to provide an online reservations system for the State of Alaska at no cost.

The current Alaska State Parks reservation system is a contract with Aspira. All reservations made through Aspira's reservation system, Reserve America, are paid to Aspira. Aspira keeps their transaction fees and pays profits to Alaska State Parks twice monthly.

The intent of the RFP is to award a qualified contractor to provide an online reservation system for the 84 public use cabins, 47 pavilions and facilities, 11 seasonal ice huts, and a portion of current campsites from 76 campgrounds owned and maintained by the Division of Parks and Outdoor Recreation. The intent is for all campsites to go online within the new contract period. These cabins, pavilions and facilities, huts, and campsites are located throughout the State of Alaska and information on the cabins can be found on the Parks website at <http://dnr.alaska.gov/parks/>. DNR will contract with a qualified online reservation service agency to provide a highly reliable online reservation system similar to the Reserve America system, whereby the transaction fees are charged directly to the customer.

At the State's sole discretion, the contract may be expanded to include select campgrounds, recreation sites, and other services offered by the Division of Parks and Outdoor Recreation. At its discretion, the State may expand the contract to take advantage of useful features that may be offered by the selected contractor such as trip guides, fishing and hunting regulations, etc.

The goal of this project is to continue providing our customers a user-friendly online reservation system that is responsive to their needs, offering an efficient and accessible way to reserve and manage the above-mentioned assets.

1. Requirements

The contractor must provide the following:

a. Comprehensive booking and reporting solution with the following attributes:

- 1) Level Software as a Service (SaaS) solution;
- 2) Be hosted and supported by the contractor with no need for Alaska State Parks to purchase or maintain servers or Information Technology staff;
- 3) Both primary and secondary physical infrastructure must be hosted in a facility with at least Tier III certification with preference for Tier IV facilities;
- 4) Training and assistance materials, including online self-guided training, to be provided by the contractor to assist Alaska State Parks personnel at no cost to the State;
- 5) Solution must be Payment Card Industry Data Security Standard (PCI-DSS) Level 1 compliant, must maintain this certification throughout the life of the agreement, and must undergo an annual audit by a Third-Party Quality Security Assessor (QSA) at the end of September of each year. A copy of the audit report shall be provided to DNR project manager by November 30 of each year, beginning November 30, 2021;

- 6) System must undergo annual independent Statement on Standards for Attestation Engagements 16 (SSAE-16) or equivalent audits at the end of September throughout the life of the agreement. A copy of the audit report to be provided to DNR project manager by November 30 of each year, beginning November 30, 2021;
- 7) Transactions must be available through Web, Call Center, and Mobile applications with potential future expansion to Field sales channels;
- 8) Reporting available on a granular and consolidated basis from the individual site level to the entire system. Reports required/preferred:

❖ REQUIRED:

- Daily activity Reports (Arrivals, departures, cancellations by site number and name)
- Revenue Reports (User nights and revenue by site, facility and Park Unit)
- Occupancy reports- Monthly and yearly
- Ability to track frequent users and create a system to contact

❖ PREFERRED

- IT diagnostic reports to analyze where clients drop off in process if they do not reserve
- 9) Alaska State Parks policies and booking rules must be fully configurable at any level, i.e. across all parks, for a particular region or park or at the site level;
 - 10) Applicable system enhancements must be made available for review by Alaska State Parks prior to deployment into the production environment; and
 - 11) Contractor shall provide site monitoring to alert any reliability or hosting issues and technical support during the hours of 7:00 a.m. and 7:00 p.m. prevailing Alaska Time;
 - 12) Contractor shall have the ability to transfer collected reservation fees to the State of Alaska account electronically on a daily or weekly basis.

b. Reservation and Marketing Platform with the following features:

- 1) Availability of advanced reservations via a mobile responsive web portal providing national and international exposure for Alaska State Park properties;
- 2) Proven experience in providing a highly reliable online reservation system to local, state, or national parks. This includes:
 - a high functioning search engine that can allow for minor misspellings and client search ability by multiple pathways (EG: region, area or state),
 - capacity to reserve group campsite and picnic pavilions in varied time blocks and/or price increments depending on size of group,
 - ability to book 1) public use cabins 2) group use facilities 3) multi-bunk units and 4) campsites,
 - ability to migrate data from a website or existing reservation system if needed,

- an ability to create and process gift cards,
 - ability to absorb transaction fees into the pricing structure,
 - ability to set pricing based on zip code of billing address or set parameters,
 - ability to customize a customer confirmation letter and ability to add attachments to that letter (e.g. parking permit, special use permit, etc.),
 - ability to incorporate discount codes or coupons,
 - ability to recognize and track parks issued camping passes.
- 3) Prefer an established user base interested in Alaska locations;
 - 4) Locations to have individual consumer facing pages providing dynamic content including but not limited to description, data elements specific to the site, interactive maps, agency provided location and site photos, and ability for consumers to post photos;
 - 5) Display information to optimize visitation that includes but not limited to clear identification of last booking date available, summary of the number of sites by site type for the specific facility, and ability to notify consumers when desired sites become available at the last minute. Outbound communication to consumers when desired sites become available must be present at go-live;
 - 6) Confirmations to be provided at conclusion of the booking process. Confirmations to be configurable to include Alaska State Parks branding, policies, and relevant information designated by State Parks;
 - 7) Programs designed to encourage and retain customers, such as membership programs, support of Alaska State Park pass sales, and the ability for consumers to purchase passes prior to arrival at the facility and provide proof of purchase upon arrival; and
 - 8) Consumer support during the online booking process to include call agents and the ability to live chat with agents trained to assist with the reservation process from 7:00 a.m. to 7:00 p.m. prevailing Alaska Time.

c. Provide a comprehensive field management solution with the following:

- 1) Web-based solution accessible from any location without the need for special configurations or additional software;
- 2) Multiple avenues to perform transactions based on the users preferred method (check-in, check-out, first come first serve, change dates, change sites, etc.) and to include but not limited to interactive maps, lists, and interactive visual displays of availability and occupied sites allowing multiple functions in a single transaction;
- 3) Capability to track all actions against an individual transaction;
- 4) Tracking of financial transactions must include a comprehensive audit trail for all funds collected; and
- 5) Designated state administrators must be able to modify content on all sales channels in real time from backend access. This would include the ability to:
 - Add new or remove existing sites and facilities

- Modify site and facility details, add photographs, and add maps
- Make changes to reservation prices
- Change site availability (close, open, hide sites)
- Add notices or alerts
- Add new or remove existing backend users

d. Provide an in-depth reporting solution with the following capabilities:

- 1) A comprehensive suite of financial, statistical, and operational reports available at go-live.
- 2) Consolidated financial reporting across all business lines including bookable inventory available at go-live; and
- 3) Reports must be available in multiple formats including but not limited to MS Excel and Adobe Acrobat PDF and must be available in real-time (online) via email and/or based upon a pre-defined schedule and recipient list.

e. Technical Support services will:

- 1) Be provided by staff knowledgeable in the operation and configuration of the solution;
- 2) Be available through a toll-free number accessible by field and office staff;
- 3) Have on-call support available during hours the help desk is not staffed;
- 4) Provide a case tracking mechanism accessible through the solution; and
- 5) Provide a dedicated point of contact for end-user support.

f. Configurability:

- 1) Solution must be configured to reflect the business rules and policies in place for Alaska State Parks and have the flexibility to modify the configuration based on the changing needs of the agency;
- 2) The Contractor shall perform the initial setup including but not limited to configuration of descriptions, creation of maps, and uploading photos;
- 3) System shall support the creation of unique facility pages including but not limited to description, driving directions, services and amenities, important information, notes and alerts, and bulletins. Information specific to each site should enable consumers to search for and select sites that best meet their desired criteria.

2. No Cost Contract

Contracted services are to be provide at NO COST to the State. DNR envisions contracting with a qualified online reservation service agency to provide an online reservation system similar to the Reserve America system, whereby the transaction fees are charged directly to the customer. All costs, with the exception of credit card transaction fees, are to be charged directly to the consumer. The State is currently paying credit card transaction fees with the current reservation system and will continue paying them separately from this contract.

Offeror is to include in their proposal a list of fees customers will be charged for transactions under a contract resulting from this RFP. A list of cabins and rental fees can be found at the following link: <http://dnr.alaska.gov/parks/cabins/index> then 'Cabin Reservation' and 'Fee Information'.

For informational use only, in calendar year 2018, a total of 7,011 reservations were made for Alaska State Parks public use cabins. In state fiscal year 2018, which ran from July 1, 2017 through June 30, 2018, revenue from Alaska State Parks public use cabin reservations totaled \$589,781.00.

For evaluation of cost only, the offeror must complete the Cost Proposal attached to this RFP and submit it with their proposal. The quantities shown on the Cost Proposal will be used only for evaluation and award of points for cost. The State does not guarantee a minimum or maximum number of reservations to be made during the life of this contract.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately September 1, 2020, for five years.

Contract Phases and Timelines

DNR envisions three phases for this contract (if applicable).

- a. **Initial Phase.** The Initial Phase includes initial interaction between the contractor and Alaska State Parks staff and incorporation of information in the State's Cabin Reservations database and the State's web-based payment system into the contractor's system with no or minimal interruption to the current system. DNR desires this phase be completed within 45 days after contract award.
- b. **Pre-Production Testing.** The Pre-Production Testing Phase includes testing of the system by DNR or other State of Alaska staff, and correction of any issues prior to go-live. DNR desires this phase be completed within 15 days after completion of Phase 1.
- c. **"Go-Live" or Production Phase.** The "Go-Live" or Production phase is the operational implementation of the system. DNR desires this phase to begin upon completion of the Pre-Production Testing Phase, or within 60 days after contract award, whichever is earlier.

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

SEC. 3.03 CONTRACT TYPE

This contract is a NO COST TO THE STATE OF ALASKA contract.

SEC. 3.04 PROPOSED PAYMENT PROCEDURES

Not Applicable to this RFP.

SEC. 3.05 PROMPT PAYMENT FOR STATE PURCHASES

Not Applicable to this RFP.

SEC. 3.06 CONTRACT PAYMENT

Not Applicable to this RFP.

SEC. 3.07 MANDATORY REPORTING

The contractor must provide a quarterly usage report to the procurement officer in an electronic format (Excel). The report must contain at least the following information: purchasing entity, description of items and/or services purchased, date of purchase, contract price, retail price, extended contract and retail price, and savings.

These reports are due 30 days after the end of each quarter. The contractor's failure to provide these reports as required may result in contract default action.

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

Any quarter with zero sales must be reported as zero sales. This may be done via email to the procurement officer.

SEC. 3.08 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed is at the Contractors location of business.

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

Travel. DNR desires that, whenever possible, interaction between the contractor and State staff during the performance of this contract be done through teleconferencing, videoconferencing, or a web-based method such as WEBEX. If the offeror feels that travel to Anchorage or other locations within Alaska is necessary or desired to perform contract services, the offeror must state within their proposal the anticipated number of trips, number of contractor staff per trip, the reasons for the travel, and the estimated total cost for the travel. All contractor travel must be pre-approved by the State and any agreed to expenses between the contractor and State will be paid separately from this contract. Per diem and other allowable travel expenses will be as stipulated in AAM 60, Travel. A copy of this AAM can be downloaded at the following link:

<http://doa.alaska.gov/dof/manuals/aam/index.html> .

If travel is approved by the State, the State will only pay actual allowable travel expenses without any contractor mark-ups, charges, or fees.

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

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

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

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

SEC. 3.09 THIRD-PARTY SERVICE PROVIDERS

The contractor must provide, on an annual basis, a Type 2 Statement on Standards for Attestation Engagements (SSAE) **SOC 3** report(s). Failure to provide these reports may be treated as a material breach and may be a basis for a finding of default.

SEC. 3.10 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 3.11 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.12 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.13 CONTRACT PERSONNEL

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

SEC. 3.14 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 or procurement officer 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 procurement officer has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Natural Resources 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 INDEMNIFICATION

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

SEC. 3.18 INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

SEC. 3.19 TERMINATION FOR DEFAULT

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

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

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

The 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 have, and must clearly show within their proposal, a minimum of three consecutive years of experience providing an online reservation system of the type and nature specified within this RFP. Documented experience providing an online reservation system for federal, state, or local government managed parks and outdoor recreation sites, preferably within the State of Alaska, is desired.

Offerors must provide a brief resume outlining the experience and qualifications of key personnel who will be working on the initial phases of the contract from contract start to go live.

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

SEC. 4.07 SYSTEM DEMONSTRATION

The demonstration shall be online **only**. Offerors must provide information regarding system demonstration format; their preferred method for providing the demonstration, i.e., online Webex, Teams, Skype, etc.; who the State should contact to arrange and coordinate a demonstration; and any other information they feel is necessary regarding the demonstration.

Offerors will be invited to demonstrate their proposed system to the Procurement Evaluation Committee (PEC). The purpose of this demonstration is to give the PEC the opportunity to evaluate the organization and ability to meet the Scope of Work.

In the system demonstration, eligible offerors will:

- (a) Be invited to present and demonstrate their proposed system to the PEC and explain how the system meets the Scope of Work;
- (b) Be prepared to provide the demonstration within one week, upon request from the state;
- (c) Be limited to a maximum of two hours from opening remarks to answering pre-set questions;
- (d) Demonstrate the booking process from the customer's point of view;
- (e) Demonstrate the back -end process and reporting capabilities;
- (f) Have a 15-minute opportunity after the demonstration to respond to questions regarding the presentation from the Procurement Officer.

System demonstrations are a scripted process. Offerors may present, but not ask for feedback during or following the presentation.

All costs associated with providing a proposal response and the demonstration will be at the offeror's sole expense.

SEC. 4.08 COST PROPOSAL

For evaluation of cost only, the offeror must complete the Cost Proposal attached to this RFP and submit it with their proposal. The Estimated Number of Reservations shown on the Cost Proposal are based upon the number of reservations made in 2018 rounded up to the nearest 100th.

SEC. 4.09 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 100

SEC. 5.01 UNDERSTANDING OF THE PROJECT (5%)

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 and describe how they intend to mitigate or overcome the issue(s) or problems(s)?
- 3) To what degree has the offeror demonstrated an understanding of the state's time schedule and can meet it?
- 4) Did the offeror's solution provide a means for the client to add new facilities and make changes to existing facilities in real time?
- 5) Does the offeror's solution allow for client to make pricing changes in real time?

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

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) To what extent does the offeror's system meet the requirements shown within Section Five (Scope of Services) of the RFP?
- 3) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 4) Does the methodology include any proposed travel to Alaska and how well does this travel interface with the proposed contract timelines?
- 5) What other methods does the offeror propose to use to interact with DNR staff during the performance of this contract and how well do those methods interface with the proposed contract timelines?

SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (15%)

Proposals will be evaluated against the questions set out below:

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

- 4) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 5) To what degree is the proposal practical and feasible?
- 6) How comprehensive is the offeror's disaster recovery plan to ensure continuity of business operations?
- 7) Did the offeror provide information on the average uptime of the reservation platform? Higher uptimes will receive higher scores than lower uptime percentages.
- 8) Did the offeror address a dedicated point of contact and availability in case of emergent situations as well as regularly scheduled meetings?

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (20%)

Proposals will be evaluated against the questions set out below:

- 1) Does the offeror's proposal clearly show a minimum of three consecutive years of experience providing an online reservation system of the type and nature specified within this RFP?
- 2) Does the offeror's documented experience include providing an online reservation system for referral, state or local government managed parks and outdoor recreation sites within the State of Alaska?
- 3) Did the offeror provide resumes for key individuals who will be working on the initial phases of the contract from start to go live (if applicable) and to what extent do they demonstrate backgrounds that would be desirable for individuals engaged into the work the project requires?
- 4) Has the offeror provided letters of reference from previous clients?

SEC. 5.05 SYSTEM DEMONSTRATION (30%)

Proposals will be evaluated against the questions set out below:

- 1) To what degree does the system demonstrated appear to meet the Division's needs based on criteria established in this RFP or amendments to this RFP?
- 2) To what degree does the system appear to be easy to access and practical to use specifically with regards to finding a cabin, campsite or pavilion and making the booking?
- 3) How well did the briefer present the material to the evaluation committee in an easy to understand format that clearly demonstrates the system features and capabilities.
- 4) To what degree did the offeror outline how the contractor and Division staff will interact with the system, from making changes in the system to running reports.
- 5) To what degree does the system appear to be easy to access and practical to use by the end user specifically with regards to the backend system?
- 6) How well did the briefer present the information within the designated two-hour timeframe?

SEC. 5.06 CONTRACT COST (10%)

Overall, a minimum of **10%** of the total evaluation points will be assigned to System Demonstration. The System Demonstration points 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.

SEC. 5.07 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 Preference and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

SEC. 6.03 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 the Denali conference room on the 13th floor of the Robert B. Atwood Building in Anchorage, Alaska.

If the contract negotiations take place in Anchorage, 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 and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror 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 Shared Service's web site:

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

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

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

Sec. 6.12 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 former AS 32.05, 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 Certification Form

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

SEC. 6.13 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.

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

Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the 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 10% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 10 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, 10 points.

Offeror #2 receives 9.35 points.

$\$40,000 \text{ lowest cost} \times 10 \text{ maximum points for cost} = 400,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 9.35$

Offeror #3 receives 8.42 points.

$\$40,000 \text{ lowest cost} \times 10 \text{ maximum points for cost} = 400,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 8.42$

(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 Offeror preference = 10 Points for the preference

STEP 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska Offeror 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 Offeror Preference	10 points
Offeror #3	80 points	Alaska Offeror Preference	10 points

STEP 3

Add the applicable Alaska Offeror preference amounts to the offerors' 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 (form SAF.DOC/Appendix A). This form is attached in **SECTION 8. ATTACHMENTS** for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

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

SEC. 7.02 QUALIFIED OFFERORS

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

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

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

SEC. 7.03 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 7.04 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 7.05 HUMAN TRAFFICKING

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

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

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

SEC. 7.06 RIGHT OF REJECTION

Offerors must comply with all 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 counteroffer 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. 7.07 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 7.08 DISCLOSURE OF PROPOSAL CONTENTS

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

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. 7.09 ASSIGNMENTS

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 7.10 DISPUTES

A contract resulting from this 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. 7.11 SEVERABILITY

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

SEC. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with SEC. 7.06 RIGHT OF REJECTION. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this 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. 7.13 SOLICITATION ADVERTISING

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

SEC. 7.14 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:

- a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
- b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of Federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

- 1) Cost Proposal
- 2) Standard Agreement Form - Appendix A

ATTACHMENT 1

COST PROPOSAL FORM

Offerors must enter their costs below and submit one copy in accordance with the proposal submission requirements contained in Section 1.07 of this RFP.

The quantities of reservations and cancellations are for evaluation purposes only. The State does not guarantee any amount of transactions under a contract resulting from this RFP.

Costs submitted below must represent what the offeror will charge the customers to provide the online reservation services meeting the requirements described in this RFP.

The **Unit Cost** shown below in the cost proposal shall be the firm term cost ("fees") charged to customers, in the resulting contract.

The **Extended Cost** shown below in the cost proposal is the cost the State will use to evaluate cost for award of points as set out in SEC. 6.15 Formula Used to Convert Cost to Points.

Item	Description	Unit Cost	Quantity	Ext. Cost (Unit X Qty)
1	Fee charged to customer for initial reservation	\$ _____	7,100	\$ _____
2	Fee charged to customer to cancel a reservation	\$ _____	500	\$ _____
3	Fee charged to customer to modify a reservation	\$ _____	500	\$ _____
4	Total Cost (add the extended cost for items 1, 2 and 3)			\$ _____

BIDDER INFORMATION

Company Name: _____

Physical Address: _____

Mailing Address: _____

Company Website: _____

Contact Name: _____

Contact Telephone Number: _____

Contact Fax Number: _____

Contact Email Address: _____

By signature on this cost proposal form, the offeror certifies that this price proposal was independently arrived at without collusion and includes all costs required to provide the services as described in this RFP.

Offeror's Authorized Signature

Date

Printed Name

Title

PREFERENCE CERTIFICATION

(a) Does your company qualify for the Alaska Bidder's Preference? YES NO

If yes, you must have a current Alaska Business license at the Deadline for Responses.

(b) Does your company qualify for the Alaska Veteran's Preference? YES NO

If yes, provide a copy of your DD214 with social security number, serial number, date of birth, and other Privacy Act information redacted out with your bid or upon request by the DNR Procurement Officer. Also, preference is statutorily capped at \$5,000.00.

(c) Does your company qualify for the Alaska Employment Program or Alaskans with

Disabilities preference? YES NO

If yes, provide a copy of the certification letter issued by the Division of Vocational Rehabilitation with your bid. Failure to provide a copy of the certification letter with your bid will result in disallowance of the preference.

ATTACHMENT 2

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of	Division		hereafter the State, and
9. Contractor hereafter the contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10.</p> <p>ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of		Attention: Division of	
Mailing Address		Attention:	
12. CONTRACTOR		14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division	Date	Typed or Printed Name	
Signature of Project Director		Title	
Typed or Printed Name of Project Director			
Title			

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

APPENDIX A GENERAL PROVISIONS

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

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

Article 3. Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract 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 – 632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.

- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

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

Article 6. No Assignment or Delegation.

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

Article 7. No Additional Work or Material.

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

Article 8. Independent Contractor.

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

Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law; Forum Selection.

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or state laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15. Compliance.

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16. Force Majeure.

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.