

STATE OF ALASKA REQUEST FOR PROPOSALS



PUBLIC INFORMATION DISTRIBUTION SYSTEM

RFP: 2521H009

ISSUED: JUNE 26, 2020

THE ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES (DOT&PF) IS SOLICITING PROPOSALS FOR A PUBLIC INFORMATION DISTRIBUTION SYSTEM SOLUTION THAT WILL ELECTRONICALLY DELIVER IMPORTANT ALERTS AND NOTIFICATIONS TO THE PUBLIC ON A VARIETY OF PLATFORMS.

ISSUED BY:

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
DIVISION OF ADMINISTRATIVE SERVICES
STATEWIDE CONTRACTING AND PROCUREMENT

PRIMARY CONTACT:

TOM MAYER
PROCUREMENT OFFICER
tom.mayer@alaska.gov
(907) 465-8855

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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SECTION ONE: INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Alaska Department of Transportation and Public Facilities (DOT&PF) is soliciting proposals for a Public Information Distribution System (PIDS) solution that will electronically deliver important alerts and notifications to the public on a variety of platforms. DOT&PF requires a web-based portal where information is entered and is then distributed automatically to subscribers by email and text (SMS) and posted to DOT&PF's social media pages.

SEC. 1.02 BUDGET

DOT&PF, Design and Engineering Services Division and the Division of Administrative Services estimate a budget of between \$200,000.00 and \$250,000.00 dollars for completion of this project for the full term of the contract, including all renewals. Proposals priced at more than \$250,000.00 will be considered non-responsive. The state anticipates the annual cost for this contract will be approximately \$35,000.00 to \$40,000.00.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00PM prevailing Alaska Time on July 21, 2020. Faxed and Oral proposals are not acceptable. See **Section 1.07** for instructions for electronic submission.

Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

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

1. Offerors must have at least three years of experience with developing, implementing, and managing an enterprise wide public information distribution system for other governmental entities within the past five years.
2. Offerors must demonstrate experience providing an integrated notification system including social media, email, texting and the ability to make information available to other platforms to include other government websites and the ability to gather contact information and maintain unique contact lists.

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.

OFFERORS RESPONSE: Offerors must submit individual written narrative statements that describe, define, and demonstrate how the offerors meets or exceeds each of the above minimum requirements. **For ease of evaluation, each item above should addressed individually.**

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: Tom Mayer
PHONE: 907-465-8855
FAX: 907-465-3124
EMAIL: tom.mayer@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

OFFERORS RESPONSE: *If submitting via U.S. Mail or Delivery Service*, Offerors must submit **one original hard copy and one electronic copy** of their proposal to the procurement officer in a sealed package.

OFFERORS RESPONSE: *If submitting via U.S. Mail or Delivery Service*, **Attachment A, Cost Proposal**, must be included with the package and must be in a separately sealed envelope from the rest of the technical proposal and must be clearly identified.

OFFERORS RESPONSE: *If submitting via U.S. Mail or Delivery Service*, an **electronic copy** of the technical proposal and **Attachment A** must be submitted on the thumb drive with the proposal.

OFFERORS RESPONSE: *If submitting electronically*, **Please see electronic submission guidance provided below.**

The sealed proposal package(s) must be addressed as follows:

Department of Transportation & Public Facilities
Division of Administrative Services

Statewide Contracting & Procurement
Attention: Tom Mayer

Request for Proposal (RFP) Number: 2521H009

RFP Title: Public Information Distribution Systems (PIDS)

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

P.O. Box 112500
Juneau, Alaska 99811-1500

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

3132 Channel Drive, Room 350
Juneau, Alaska 99801

Important Note: Overnight express mail delivery to Juneau, Alaska may be not be available.

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.

ELECTRONIC SUBMISSION GUIDANCE: If submitting a proposal via email, the bid must be emailed to:

dotstatewideprocurement@alaska.gov

The subject line in the email submission must contain:

RFP 2521H009-Public Information Distribution System Proposal

NOTE: *The Technical Proposal and Attachment A, Cost Proposal, must be submitted as separate attached documents when submitting by email.*

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 bid exceeds this size, the bid 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 bid, if you are emailing your bid, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of bid.

It is the bidder's responsibility to contact the issuing agency at 907-465-8855 to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

The State of Alaska provides one Request for Proposal (RFP). Additional RFPs may be purchased for the cost of reproduction, \$.25 per page.

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 and Public Facilities 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 REQUIRED FOR THIS PROJECT

OFFERORS RESPONSE: Offerors must submit with their proposal the information required under Section 1.08 (a-f).

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.

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 June 26, 2020
- Deadline for Receipt of Proposals July 21, 2020
- Proposal Evaluation Committee completes evaluation: August 7, 2020
- State of Alaska issues Notice of Intent to Award a Contract: August 10, 2020
- State of Alaska issues contract: August 21, 2020
- 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 Transportation and Public Facilities, 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 project.

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 TWO: BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The Alaska Department of Transportation and Public Facilities (DOT&PF) is soliciting proposals for a Public Information Distribution System solution that will electronically deliver important alerts and notifications to the public on a variety of platforms. DOT&PF requires a web-based portal where information is entered and is then distributed automatically to subscribers by email and text (SMS) and posted to DOT&PF’s social media pages. The system should also provide a way for the public to subscribe to selected topics, allowing users to choose from the relevant contact list to push out notifications.

Currently DOT&PF has over 100 individual electronic notification categories from various system users. Current users within DOT&PF include, but are not limited to, the following groups:

User Group	User Group
AASHTOWare Project	Planning
Advisory Boards	Ports and Harbors
Alaska Community Transit	Pre-Construction
Alaska International Airport System	Program Development
Alaska Marine Highway System	Public Facilities
Community Transit	Public Information Officers
Construction	Research
Contracts and Bidding	Right of Way
DOT&PF Regions	State Safety Program
Maintenance and Operations	Statewide Transportation Improvement Program
Measurement Standards and Commercial Vehicle Compliance	

Data and alerts provided to the public through the 511 system will not be included in the contract intended to result from this RFP.

While integration with the Alaska Navigator System and other construction messaging systems is not required at this time, the proposed system must be able to interface with the Alaska Navigator system and other construction messaging systems such as press releases or text message generation in the future. The Alaska Navigator contractor will be entering construction updates in Alaska’s 511 traveler information system on behalf of the department and as a result, opportunities for cooperation may exist. See: www.alaskanavigator.org for more information.

SECTION THREE: SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SYSTEM ATTRIBUTES

The proposed system should have the following attributes:

1. **Digital Communication:** The proposed system must utilize digital communication method for platforms such as email, SMS/text message, RSS, and social media.
2. **Content Creation:** The proposed system must allow content to be created one time and allow the content to be published automatically across a variety of communication channels, to include, but not limited to, email, SMS/text message, RSS, and social media.
3. **Public Sector Platform:** The proposed system be in use and operational for at least five public sector governmental entities or organizations. The Offeror must demonstrate the ability to work directly with email providers and ISP's to ensure deliverability of client messages.
4. **Delivery Rates:** Optimal delivery rates enabled by a trusted email provider and ISP reputation with 95% email inbox delivery rate instead of emails going into spam boxes
5. **Preference Settings:** Topic and digesting preference settings for subscribers
6. **Content Sharing:** Ability for subscribers to re-distribute content through "share this email" feature
7. **Templates:** Easy-to-use template creation tools for professional messaging
8. **Communication Preferences:** Ability to collect, manage, and adhere to the communication preferences of recipient users
9. **Metrics:** The proposed system must produce statistics that can be used as metrics to measure the success of digital outreach efforts
10. **Subscriber List Management:** The proposed system must contain an automated subscriber list management tool.
11. **Approvals:** The proposed system must include Federated administrators' rights for publishing approvals.
12. **Subscriber Network:** The proposed system should contain a way, if requested by the state, to access other Alaska agencies' subscriber network through cross promotion to help grow audiences
13. **System Security:** The proposed system must comply with Certified FedRAMP (Federal Risk and Authorization Management Program) security protocols.

OFFERORS RESPONSE: In order to be considered responsive, **Offerors must complete** and submit **Attachment H, System Attributes**.

OFFERORS RESPONSE: In addition to completing and submitting **Attachment H-System Attributes**, Offerors must submit detailed narrative statements that define and describe how the proposed system meets or exceeds each of the above attributes.

For ease of evaluation, each item above should addressed individually.

SEC. 3.02 SCOPE OF WORK

The contractor shall be responsible for completing the following tasks:

TASK 1: DESIGN AND DEVELOPMENT

Offerors will work with DOT&PF to design a web-based portal that meets DOT&PF stakeholders' needs. The current system is designed to allow users to subscribe to alerts in a variety of ways to include receiving notifications by a topic or project name. The current notification system manages the sending of texts and emails to users subscribed to a specific topic.

Information to be distributed to the public includes, but is not limited to, press releases, public advisories, road closure notifications, emergency alerts, and construction information. Information can also include public safety advisories, press releases, or safety campaigns. A link shall be included in each context rich email (such as HTML) that will allow users to click the link to navigate and get more information online about the event.

The system will allow administrative access to authorized users for creating an alert or advisory for the purpose of sending out emails and texts to subscribers. The system will allow administrative users to control how the information will be distributed, i.e., to email subscribers, to text subscribers, and/or to DOT&PF social media pages.

The proposed system must allow the public to sign up via a web-based application to create an account for the purpose of subscribing to DOT&PF notifications. The proposed system must allow people to choose the topics for which they would like to receive notifications, via either text (SMS) or email, or both.

The proposed system must not limit the number of topics DOT&PF can create. The proposed system must not limit the number of administrators who can access the system.

The proposed system must work seamlessly with the DOT&PF website. The offeror's logo will be placed on the DOT&PF webpages alongside other icons meant for public use, such as social media icons, to encourage public outreach and education.

The proposed system will be hosted and maintained by the offeror to include any databases and mass emailing services that are required to provide the services needed by DOT&PF.

TASK 1 DELIVERABLES:

1. Establish, participate, and conduct the initial Kick-Off Meeting within 21 days of contract execution.
2. Complete and deliver to the state project director the fully developed System Design Plan.
3. Complete testing of the developed system.

OFFERORS RESPONSE: Offerors must submit detailed written narrative statements that describe and define, at a minimum, the following:

- 1 Transition Plan:** Offerors proposals must include a Transition plan that defines and describes how the offeror intends to assist DOT&PF with phasing out the current notification system (if applicable) to the new proposed system with little to no downtime or interruption of service.

- 2 Change Management:** Offerors proposals must include a Change Management that describes and defines the proposed change management plan to include describing the process of changing providers in the event there is an interruption of service to current subscribers.
 - 3 Subscriber Support Plan:** Offerors proposals must include a Subscriber Support Plan that describes and defines how they intend to provide support and outreach to current subscribers to notify them of any potential changes to their subscriptions and how to re-subscribe if necessary.
- For ease of evaluation, each item above should addressed individually.**

TASK 2: ACCEPTANCE TESTING AND TRAINING

Prior to going live with the new proposed system, offerors shall provide an opportunity for DOT&PF to set up users, enter test events, and provide feedback on usability of the system, allowing for any design adjustments to meet DOT&PF needs.

Testing must also include the delivery of test events to DOT&PF stakeholders via email and text that will include a link for more information. Once testing is accepted, a user guide with instructions shall be provided by the contractor for administrative users who will be entering events. Finally, an Online Training Session will be held for administrative users.

TASK 2 DELIVERABLES

1. Complete and document acceptance testing of the proposed system.
2. Develop, create, and deliver a user guide for administrative users responsible for entering events in the proposed system.
3. Develop, create, and deliver an Online Training Session for administrative users.

OFFERORS RESPONSE: Offerors must submit detailed written narrative statements that describe and define, at a minimum, the following:

- 1. Acceptance Testing:** Offerors proposals must describe the proposed development, documentation, and completion process as related to the proposed acceptance testing solution.
- 2. User Guide:** Offerors proposals must accurately describe the level of detail that will be included in the Administrative User Guide.
- 3. Online Training:** Offerors proposal must accurately define the level of detail that will be included in the Online Training Session and the degree in which topics contained in the Administrative User Guide will be addressed in the Online Training Session.

For ease of evaluation, each item above should addressed individually.

TASK 3: IMPLEMENTATION

Upon completion of testing, acceptance, and training, DOT&PF will have full access to the live system. The offeror will work closely with the DOT&PF website management team for integration of the offeror's company logo and linking from the various DOT&PF webpages to the offeror's system for subscribers.

TASK 3: DELIVERABLES

1. Complete the implementation of the system and move to "Go Live" status.

OFFERORS RESPONSE: Offerors must submit detailed written narrative statements that describe and define, at a minimum, the following:

Management Plan: Offerors proposals must define and describe the Management Plan that will be utilized to ensure the implementation of the system will be successful and how the steps required to move the proposed system to “Go Live” status will be measured. The Management Plan must also include escalation paths for problem resolution.

For ease of evaluation, each item above should addressed individually.

TASK 4: ONGOING MAINTENANCE AND SUPPORT

The contractor shall provide DOT&PF with ongoing maintenance and support for the program.

TASK 4: DELIVERABLES

1. Technical support for an unlimited number of administrative users shall be provided throughout the duration of the contract, including all renewals.
2. Support for up to one million potential subscribers.
3. The contractor shall maintain a complete archive of all data created by DOT&PF, including messages and subscriber history for two years.
4. The number of unique subscription topics shall be unlimited.
5. Technical support staff to respond to the states questions during and after State of Alaska’s normal business hours (8:00am to 5:00pm prevailing Alaska Time, Monday through Friday)

OFFERORS RESPONSE: Offerors must submit detailed written narrative statements that describe and define, at a minimum, the following:

1. **Support Program:** Offerors proposals must define and describe the technical support program being offered with the proposed system to include the administrative user support and how to access the technical support team.
2. **Subscriber Support:** Offerors proposals must define and describe how the offeror intends to support up to one million potential subscribers.
3. **Archive Plan:** Offerors proposals must define and describe the proposed archiving process to be implemented to ensure an archive of all DOT&PF created data, including message and subscriber history is maintained for the required two year period.
4. **Subscriber Limits:** Offerors proposals must clearly define and confirm the number of unique subscription topics is unlimited for each subscriber.

For ease of evaluation, each item above should addressed individually.

SEC. 3.03 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award through August 31, 2021, with four, one-year optional renewals. Options to renew will be exercised at the sole discretion of the state.

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. 3.04 CONTRACT TYPE

This contract is a Fixed Price with price adjustment contract.

SEC. 3.05 CONTRACT PRICING

Contract pricing will be based on the per SMS message and per Email message rate offered in response to this RFP on **Attachment A, Cost Proposal**.

SEC. 3.06 CONTRACT PRICE ADJUSTMENTS

Contract rates for SMS Messages and Email Messages will remain firm through August 31, 2021. 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 shall be effective 30 days after the state receives the 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, Urban Alaska 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 to December 2019 and each January through June 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.

SEC. 3.07 PROPOSED PAYMENT PROCEDURES

The state will make payments based on a negotiated annual payment schedule. Each billing must consist of an invoice and usage report to include subscribers and a summary of the services provided. No payment will be made until the usage report and invoice has been reviewed and approved by the state project director. Invoicing shall be

SEC. 3.08 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. 3.09 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Transportation and 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. 3.10 ESTIMATED ANNUAL VOLUME OF MESSAGES

The estimated volume of SMS text message and Email messages are for evaluation purposes only. There are no minimum or maximum number of SMS texts or Email messages that will be sent by the system. Unless otherwise negotiated and formally changed via a written amendment to the contract, the state shall pay the same rate per SMS message and Email message offered in response to this RFP regardless of total volume of messages sent.

DOT&PF anticipates the new system will send approximately 1 million emails and 300,000 text messages on an annual basis.

SEC. 3.11 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed is within the United States.

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. 3.12 THIRD-PARTY SERVICE PROVIDERS

Does not apply to this project.

SEC. 3.13 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 3.14 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.15 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. 3.16 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. 3.17 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. 3.18 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. 3.19 LIQUIDATED DAMAGES

Does not apply to this project.

SEC. 3.20 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 and Public Facilities or the Commissioner's designee.

SEC. 3.21 NONDISCLOSURE AND CONFIDENTIALITY

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

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

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

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

The names, email addresses, passwords, and phone numbers provided by system subscribers shall remain confidential in accordance with this section and shall not be disclosed by the contractor under any circumstance. In the event of a data breach, the contractor shall take all reasonable actions to limit the breach and must notify the state project director within 24 hours of the breach.

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. 3.22 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 **Attachment E, Insurance Requirements 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. 3.23 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**.

SECTION FOUR: 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

OFFERORS RESPONSE: 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 RESPONSE: Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule as described in **Section Three**.

SEC. 4.04 METHODOLOGY USED FOR THE PROJECT

OFFERORS RESPONSE: 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 as described in **Section Three**.

SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

OFFERORS RESPONSE: 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 as described in **Section Three**.

SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

OFFERORS RESPONSE: In addition to the narratives statements required per **Section 1.04**, Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP. The chart should illustrate the lines of authority, designate the individuals who are responsible and accountable for the completion of each component and deliverable of the RFP.

OFFERORS RESPONSE: Offerors must provide at least three reference names and phone numbers for similar projects the offerors' firm has completed. The state reserves the right to contact the provided references.

NOTE: Offerors are solely responsible for thoroughly reviewing the RFP to ensure the requirements are met and that the offeror has provided the necessary information required by the RFP

SEC. 4.07 COST PROPOSAL

OFFEROR RESPONSE: Offerors must complete and **submit Attachment A, Cost Proposal**. Failure to submit **Attachment A, Cost Proposal** shall result in the proposal being deemed non-responsive and the proposal will be rejected.

The costs offered on **Attachment A, Cost Proposal**, must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, labor, insurance, hosting, equipment, software, hardware, direct expenses, payroll, supplies, overhead, taxes, and any other fees required to deliver the service.

On **Attachment A, Cost Proposal**, Offerors must enter the cost per Email Message and the cost per SMS Text Message.

The cost per Email message and SMS Texts offered shall be multiplied by the estimated annual number of Email messages and SMS Texts to equal the annual cost.

The annual cost for Email messages and SMS Texts shall be multiplied by the total length of the proposed contract (5 years) to equal the total cost for Email messages and SMS Texts.

The total five year cost for Email messages and the total five year cost for SMS Texts shall be added together to equal the total offered evaluated price.

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 FIVE: EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

SEC. 5.01 UNDERSTANDING OF THE PROJECT (10%)

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? **30 Points**
- 2) To what extent has the offeror identified pertinent issues, potential problems, and proposed solutions to the identified issues and problems? **35 Points**
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide? **35 Points**

SEC. 5.02 SYSTEM ATTRIBUTES (10%)

Proposals will be evaluated against the questions set out below:

- 1) To what extent do the responses to the **Attachment H, System Attributes** indicate the proposed system will meet or exceed the required attributes? **40 Points**
- 2) To what extent do the narrative responses relating to each System Attribute define specifically how the proposed system will meet or exceed the required attributes? **60 Points**

SEC. 5.03 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? **50 Points**
- 2) How well does the methodology match and achieve the objectives set out in the RFP? **50 Points**

SEC. 5.04 MANAGEMENT PLAN FOR THE PROJECT (15%)

Proposals will be evaluated against the questions set out below:

- 1) How well does the management plan support the project and logically lead to the deliverables required in the RFP? **30 Points**
- 2) To what extent is project and task accountability completely and clearly defined? **30 Points**
- 3) Is the organization of the project team clear? **30 Points**
- 4) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP? **30 Points**
- 5) To what degree is the proposal practical and feasible? **30 Points**

SEC. 5.05 EXPERIENCE AND QUALIFICATIONS (15%)

Proposals will be evaluated against the questions set out below:

- 1) To what extent does the offeror exceed the minimum level of required experience and to what degree is the experience applicable to this project? 100 Points
- 2) To what extent does the offeror demonstrate experience integrating notification systems and to what degree is the experience applicable to this project? 50 Points

SEC. 5.06 CONTRACT COST (40%)

Overall, 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.

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

This section does not apply due to Federal funding

SECTION SIX: 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 the Administrative Services Division conference room on the third floor of the DOT&PF Headquarters Building in Juneau, Alaska.

If the contract negotiations take place 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

Does not apply, federally funded project.

SEC. 6.12 ALASKA BIDDER PREFERENCE

Does not apply, federally funded project.

SEC. 6.13 ALASKA VETERAN PREFERENCE

Does not apply, federally funded project.

SEC. 6.14 ALASKA OFFEROR PREFERENCE

Does not apply, federally funded project.

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.

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

Offeror #3 receives 33.7 points.

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

B. ALASKA OFFEROR PREFERENCE

STEP 1

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

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

STEP 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska offerors preference. For the purpose of this example, presume that all of the proposals have been completely evaluated based on the evaluation criteria in the 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 SEVEN: 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 included as **Attachment D** 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.

OFFERORS RESPONSE: Offerors must submit a narrative statement that confirms the proposal is not qualified and does not restrict the rights of the state.

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 EIGHT: ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

Attachment A:	Cost Proposal
Attachment B:	Proposal Evaluation Form
Attachment C:	Federal Aid Contract Provisions
Attachment D:	Standard Agreement Form - Appendix A
Attachment E:	Appendix B1 - Insurance Requirements
Attachment F:	Notice of Intent to Award
Attachment G:	RFP Checklist