

STATE OF ALASKA REQUEST FOR PROPOSALS



ALASKA HIGHWAY SAFETY OFFICE (AHSO) ADMINISTRATIVE SUPPORT SERVICES

RFP 2521H012

Issued September 3, 2020

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

ISSUED BY:

Department of Transportation & Public Facilities
Division of Alaska Marine Highway System (AMHS)

PRIMARY CONTACT:

Chris Hunt
Procurement Officer
chris.hunt@alaska.gov
(907) 465-8448

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 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

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

SEC. 1.02 BUDGET

Department of Transportation, Division of Program Development (DOT&PF), estimates a budget of \$500,000 dollars (\$100,000 per year) for completion of this project. Proposals priced at more than \$500,000 DOLLARS will be considered non-responsive.

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

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 3:00 PM prevailing Alaska Time on September 25, 2020. Emailed, faxed or oral proposals will not be accepted.

SEC. 1.04 PRIOR EXPERIENCE

Offerors proposals must clearly demonstrate a minimum of ten (10) years of prior experience working with government agencies in a transportation behavioral safety related field, including technical and program support to government agencies.

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

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

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

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

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

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

PROCUREMENT OFFICER:	Chris Hunt	PHONE:	907-465-8448
EMAIL:	chris.hunt@alaska.gov	FAX:	907-465-3124

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit **Four (4)** hard copies (one original & three copies) of their proposal, in writing, and **TWO** CDs containing electronic copies of the entire proposal. **One** CD will contain the transmittal information and the technical proposal. **One** CD will contain the cost proposal. The proposal response should be addressed 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.

Emailed, faxed or oral proposals **will not be accepted.**

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

Department of Transportation & Public Facilities
Alaska Marine Highway System
Attention: Chris Hunt
Request for Proposal (RFP) Number: 2521H012
RFP Title: Alaska Highway Safety Office (AHSO) Administrative Support Services

PO Box 112500
3132 Channel Drive, Room 350
Juneau, Alaska 99811-2500

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

Department of Transportation & Public Facilities
Attention: Chris Hunt
3132 Channel Drive, Room 350
Juneau, Alaska 99811-2500

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

Please take into consideration that due to weather, scheduling, and location there is no overnight delivery service to Juneau, Alaska.

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 & 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.

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 September 3, 2020
- RFP Due Date September 25, 2020 at 3:00 Alaska Time,
- Proposal Evaluation Committee complete evaluation by October 2, 2020
- State of Alaska issues Notice of Intent to Award a Contract October 2, 2020
- State of Alaska issues contract October 13, 2020
- Contract start October 13, 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 & 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 solicitation.

SEC. 1.14 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

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

SEC. 1.15 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

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

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

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

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

The AHSO facilitates the Alaska Traffic Records Coordinating Committee (ATRCC). The ATRCC was created to bring agencies together who are interested in reducing traffic injuries and deaths by improving the timeliness, accuracy, completeness, uniformity, integration, and accessibility of traffic crash data. The ATRCC meets at least once each quarter and includes but not limited to agency personnel from Alaska DOT&PF, Alaska Court System, Division of Motor Vehicles, Department of Public Safety, the Department of Health and Social Services, and local Law Enforcement Agencies to discuss ongoing and upcoming traffic projects and problems. .

Strategic Highway Safety Plan (SHSP)

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

SECTION 3. SCOPES OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK AND DELIVERABLES

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

DELIVERABLES

The contractor will be required to provide the following deliverables:

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

- a) Assist the AHSO in establishing and listing the evidence-based performance measures and quantifiable annual performance targets (includes the required 14 core national performance measures) with a justification for each performance target that explains why the target is appropriate and data-driven.
- b) Analyze crash and other data provided by AHSO to help determine the State's highway Safety problems and document the State's process for problem identification & process of compiling the data.
- c) Document safety stakeholder input on AHSO performance targets and new strategies for achieving HSP's performance targets, and identify the participants in the processes (e.g., highway safety committees, community and constituent groups).
- d) Describe the strategies for project or activity selection (e.g., constituent outreach, public meetings, solicitation of proposals).
- e) Identify and document efforts to coordinate the HSP, data collection and information systems with the State's Strategic Highway Safety Plan (SHSP).
- f) Review and edit the section on Highway Safety Strategies and Projects, including confirming or updating the evidence of effectiveness for each program and project description.
- g) Draft the HSP which complies with the latest NHTSA and GHSA HSP Guidance and submit to the AHSO for review.
- h) Revise the draft HSP based upon the AHSO's comments.
- i) Prepare and submit the final NHTSA compliant HSP to the AHSO in Word and PDF formats.
- j) Assist the AHSO in responding to NHTSA's post-submission input and revise the HSP if necessary.
- k) Assist the AHSO in the development of the 405 applications with similar tasks as described above.
- l) Review and provide input on grant applications.
- m) Develop and/or revise grant guidance documents.
- n) Draft position descriptions and scopes of work for subcontractor working on grant program.
- o) Review and provide input on grantee deliverables.
- p) Update/revise desk manual as needed.
- q) Administrative support in preparing for AHSO Management Reviews (MR), stakeholder workshops and other requested administrative support to AHSO's program delivery.

2. Program Area Strategic Plans (e.g., but not limited to: impaired driving, occupant protection, traffic records, motorcycle safety, pedestrian/bicycle)

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

- f) Track performance and prepare the final draft of the strategic plan(s), and submit to the AHSO for final review.

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

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

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

4. Annual Report (AR)

- a) Assist the AHSO in developing a general description of each project and activity funded and implemented including the total Federal fund expenditures.
- b) Ensure HSP project list is updated to reflect any projects added throughout the year.
- c) Document any reallocation of funds between program areas or changes to the HSP during the fiscal year.
- d) List measure, performance target and results for each core, behavioral, activity and other measure identified in the HSP.
- e) Document, when available, data on a prior year project(s) which indicates that the project(s) contributed to meeting the current highway safety targets.
- f) Draft the AR which complies with the latest NHTSA and GHSA AR Guidance and submit to AHSO for review.
- g) Prepare the final draft of the AR and submit to the AHSO for final review.
- h) Revise the draft AR based upon the AHSO's comments.
- i) Prepare and submit the final FAST Act & NHTSA compliant AR to the AHSO in Word and PDF formats.
- j) Assist the AHSO in responding to NHTSA's post-submission input, and revise the AR if necessary.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately October 12, 2020 for approximately one year, through September 30, 2021, with four (4) one-year renewal options through September 30, 2025.

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

SEC. 3.03 CONTRACT TYPE

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

SEC. 3.04 COST ADJUSTMENTS

Consumer Price Index (CPI):

The contractor may request price adjustments, in writing, 30 days prior to the contract renewal date. Requests must be in writing and must be received 30 days prior to the contract renewal date. If the contractor fails to request a CPI price adjustment 30 days prior to the contract renewal date, the adjustment will be effective 30 days after the state receives their written request.

Price adjustments 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.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June 2021); and each (January through June 2021 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.

All price adjustments must be approved by the procurement officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the procurement officer.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The state will make monthly payments based on a work performed.

SEC. 3.06 INVOICING

Each billing must consist of an invoice and Service Report. If reimbursements are requested as part of the invoice for travel or parts and shipping costs actual receipts/ invoices from those vendors must accompany the contractor's invoice.

SEC. 3.07 CONTRACT PAYMENT

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

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

SEC. 3.08 LOCATION OF WORK

All tasks described in the Scope of Work and Deliverables (Section 3.01) may require travel to Juneau or other Alaska Communities. . Contractors should expect up to three (3) trips per task to either city or both per trip throughout the term of the contract. Trips may be combined to include more than one task.

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

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

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

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

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

SEC. 3.09 SUBCONTRACTORS

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

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

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

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

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

SEC. 3.10 JOINT VENTURES

Are not allowed for this project.

SEC. 3.11 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.12 F.O.B. POINT

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

SEC. 3.13 CONTRACT PERSONNEL

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

SEC. 3.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

SEC. 3.15 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the project director has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Transportation & Public Facilities or the Commissioner's designee.

SEC. 3.16 NONDISCLOSURE AND CONFIDENTIALITY

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

Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

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

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

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

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

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

SEC. 3.19 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. 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.

The following instructions describe the format of how the offeror's proposals should be assembled, and the order in which the proposal is to be submitted. These instructions are provided to ensure a complete submission of the information necessary for an equitable analysis and evaluation of proposals submitted in response to this RFP. Each offeror must provide every component listed below, in the order shown, using the format described for each component. A proposal may be rejected if it is incomplete or conditional in nature.

The RFP response will contain three (3) sections: (1) Proposal Transmittal with Checklist, (2) Technical Component, and (3) Cost Proposal.

Proposal Transmittal <<< SECTION A >>>

The following summary provides the required content and sequential order in which proposals are to be presented. For easier identification of RFP requirements and documentation, DOT&PF recommends that all proposals are assembled as indicated in this section. An offeror's failure to include these items in their proposal may cause their proposal to be determined non-responsive and the proposal may be rejected. At the discretion of the offeror, other items not identified may be supplied with the proposal if the offeror feels that the additional information is pertinent to their proposal response. This list is not all inclusive.

1. Required proposal copies: Offerors must submit **Four (4)** hard copies (one original & three copies) of their proposal, in writing, and **TWO** CDs containing electronic copies of the entire proposal. **One** CD will contain the transmittal information and the technical proposal. **One** CD will contain the cost proposal. The proposal response should be addressed 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.

Emailed, faxed or oral proposals **will not be accepted**.

2. Proposal Submittal Letter: Include a transmittal letter containing the complete name (as it appears on the business license) and mailing address of the firm, telephone number, and email address of the contact person for the proposal.

The following information **MUST** be addressed in the letter or as an attachment within the transmittal section.

- ☐ Authorized signature (Section 1.08 (a))
- ☐ Offeror's Certification A-H (Section 1.08 (b))
- ☐ Vendor Tax ID proof OR Vendor Tax ID number (Section 1.08 (c))
- ☐ Conflict of Interest Disclosure (Section 1.08 (d))
- ☐ Federal Requirements (Section 1.08 (e))
- ☐ Subcontractors Information <if applicable> (Section 3.09)
- ☐ Review Insurance Requirements (Section 3.18)
- ☐ Valid Alaska Business License Proof (Section 6.02)
- ☐ Review & Agree to Standard Contract Provisions (Section 7.01)
- ☐ Disclosure of Proposal Contents <if applicable> Section 7.07

- **NOTE:** Offeror's shall **not** include a disclaimer on all of the proposal pages. If the offeror's proposal includes trade secrets, confidential and other proprietary information, this information must be individually identified and shall include the reason(s) for confidentiality.
- The Procurement officer will make the determination in writing if the information is to be maintained confidential. Following the Notice of Intent to Award, proposals become public information. Procurement records must include information to support the selection of contractor(s), typically this includes cost, qualifications, and other key components of a proposal.
- ☐ RFP Amendments: All amendments issued for this RFP that require acknowledgement must be signed and included with the proposal [enclose only required signed amendments].
- ☐ RFP Submittal Checklist: The checklist is an integral part of the RFP, it must be signed and be included in the Proposal Transmittal Section (Attachment #6).

Proposal [Technical Component] <<< SECTION B>>>

- ☐ Title Page
- ☐ Table of Contents
- ☐ Prior Experience Evidence (Section 1.04)
- ☐ Understanding of the Project (Section 4.03)
- ☐ Methodology Used for the Project (Section 4.04)
- ☐ Management Plan for the Project (Section 4.05)
- ☐ Experience and Qualifications (Section 4.06)

Overall Technical Proposal Contents: The technical proposal must include the information outlined in Section 1.04 Prior Experience, Section 4.03 Understanding of the Project, Section 4.04 Methodology Used for the Project, Section 4.05 Management Plan for the Project and Section 4.06 Experience and Qualifications of this RFP. All proposals will be evaluated against Section 5 of this RFP. At a minimum, the following sections must be addressed within the Technical Proposal. No cost information may be included in the technical proposal.

- 1.04 – Prior Experience Evidence
- 4.03 – Understanding of the Project
- 4.04 – Methodology Used for the Project
- 4.05 – Management Plan for the Project
- 4.06 – Experience and Qualifications

COST PROPOSAL <<< SECTION C>>>

1. **Title Page:** Title page must include the name of the Company/Firm submitting the proposal, RFP Title, RFP number, Proposal Due Date, and must be labeled as Cost Proposal.
2. **Cost Proposal Contents:** The Cost Proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified, and submitted based on the instructions provided in Section 1.07, Section 4.01 and Section 4.07 of this RFP.

SEC. 4.02 INTRODUCTION

See Section 4.01 PROPOSAL FORMAT AND CONTENT, Proposal Transmittal Section A Item 2 Proposal Submittal Letter for requirements. An offeror's failure to include the listed items in their proposal may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 4.03 UNDERSTANDING OF THE PROJECT

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

SEC. 4.04 METHODOLOGY USED FOR THE PROJECT

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

SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

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

SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

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

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

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

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

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

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

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

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

SEC. 4.07 COST PROPOSAL

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

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

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

- Airfare is limited to coach fare.
- Lodging
- Reimbursement for meals will not exceed \$60.00 per day.
- Rental vehicles are limited to midsize, make and model as opposed to premium options.
- Receipts must be provided with the invoice for all travel expenses.
- Vehicle mileage reimbursement as of January 1, 2020 = \$0.575/mile. *Rates based upon State of Alaska, DOA, Finance website: http://doa.alaska.gov/dof/travel/resource/pov_rate_table.pdf*
- All travel costs must be shown as separate line items on the invoice.

State of Alaska Travel Policies: <http://doa.alaska.gov/dof/manuals/aam/resource/60t.pdf#040>

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

SEC. 4.08 EVALUATION CRITERIA

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

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

SECTION 5.EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

SEC. 5.01 UNDERSTANDING OF THE PROJECT (15%)

Maximum Point Value for this Section - 15 Points

Proposals will be evaluated against the questions set out below:

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

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

Maximum Point Value for this Section - 10 Points

Proposals will be evaluated against the questions set out below:

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

SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (10%)

Maximum Point Value for this Section - 10 Points

Proposals will be evaluated against the questions set out below:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) Is the organization of the project team clear?
- 3) How well does the management plan illustrate the lines of authority and communication?
- 4) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 5) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (25%)

Maximum Point Value for this Section - 25 Points

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

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

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

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

SEC. 5.05 CONTRACT COST (40 %)

Overall, a minimum of 40% of the total evaluation points for each lot will be assigned to cost.

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 6.11

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. 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

Discussions Held Must Be Accessible To prospective offerors With Disabilities. This Means that The Location Must Be Accessible.

In Addition, Signing Interpreters Or other Accommodations Must Be Provided If Required.

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 Director's conference room on the 3rd floor of the Department of Transportation & Public Facilities 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 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. 6.12 EXAMPLES: CONVERTING COST TO POINTS

(a) FORMULA USED TO CONVERT COST TO POINTS

Step 1

List all proposal prices.

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.

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

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). This form is attached in **Section 8. 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.

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: <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. 7.05 RIGHT OF REJECTION

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

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

Minor informalities that:

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

- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

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

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

SEC. 7.06 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 7.07 DISCLOSURE OF PROPOSAL CONTENTS

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

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

SEC. 7.08 ASSIGNMENT

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

SEC. 7.09 DISPUTES

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

SEC. 7.10 SEVERABILITY

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

SEC. 7.11 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with SEC. 7.05 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights

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

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

if the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

SEC. 7.12 CONTRACT INVALIDATION

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

SEC. 7.13 SOLICITATION ADVERTISING

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

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

- 1) Proposal Evaluation Form
- 2) Cost Proposal Form
- 3) Standard Contract Form & Appendix A
- 4) Appendix B1 Indemnity and Insurance
- 5) Notice of Intent to Award
- 6) RFP Submittal Checklist

ATTACHMENT 1: PROPOSAL EVALUATION FORM

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

Offeror Name: _____
Evaluator Name: _____
Date of Review: _____
RFP Number: 2521S012

EVALUATION CRITERIA AND SCORING

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

5.01 Understanding of the Project —15 Percent

Maximum Point Value for this Section - 15 Points

100 Points x 15 Percent = 15 Points

Proposals will be evaluated against the questions set out below.

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

NOTES: _____

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

NOTES: _____

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

NOTES: _____

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

NOTES: _____

EVALUATOR'S POINT TOTAL FOR 5.01: _____

5.02 Methodology Used for the Project —10 Percent

Maximum Point Value for this Section - 10 Points

100 Points x 10 Percent = 10 Points

Proposals will be evaluated against the questions set out below.

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

NOTES: _____

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

NOTES: _____

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

NOTES: _____

EVALUATOR'S POINT TOTAL FOR 5.02: _____

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

5.03 Management Plan for the Project—10 Percent

Maximum Point Value for this Section - 10 Points

100 Points x 5 Percent = 10 Points

Proposals will be evaluated against the questions set out below.

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

NOTES: _____

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

NOTES: _____

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

NOTES: _____

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

NOTES: _____

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

NOTES: _____

EVALUATOR'S POINT TOTAL FOR 5.03: _____

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

5.04 Experience and Qualifications —25 Percent

Maximum Point Value for this Section - 25 Points

100 Points x 20 Percent = 25 Points

Proposals will be evaluated against the questions set out below.

1) Questions regarding the personnel.

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

NOTES: _____

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

NOTES: _____

2) Questions regarding the firm.

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

NOTES: _____

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

NOTES: _____

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

NOTES: _____

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

NOTES: _____

EVALUATOR'S POINT TOTAL FOR 5.04: _____

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

5.05 Contract Cost — 40 Percent

Maximum Point Value for this Section — 40 Points

100 Points x 40 Percent = 40 Points

Overall, a minimum of 40 percent of the total evaluation points will be assigned to cost.

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 6.11.

ATTACHMENT #2 COST PROPOSAL FORM

Hourly Rates

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

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

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

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

*Hourly rates are subject to cost adjustment per RFP Section 3.04.

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

COST PROPOSAL (continued)

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

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

PROPOSED COST BY YEAR

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

Optional Renewal 1 Total Cost \$ _____

Optional Renewal 2 Total Cost \$ _____

Optional Renewal 3 Total Cost \$ _____

Optional Renewal 4 Total Cost \$ _____

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

ATTACHMENT # 3 STANDARD CONTRACT FORM & APPENDIX A

STANDARD CONTRACT FORM Goods and Non-Professional Services

The parties' contract comprises this Standard Contract 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. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Contract:</p> <p>2.1 Appendix A (General Conditions), Items 1 through 18, govern contract performance.</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 scope of work/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 Agency Contract Number and send the billing to:</p>	
11. Department of ■	Attention: Division of ■
Mailing Address ■	Attention: ■

12. CONTRACTOR	13. CONTRACTING AGENCY
Name of Firm ■	Department/Division ■
Signature of Authorized Representative ■	Signature of Procurement Officer ■
Typed or Printed Name of Authorized Representative ■	Typed or Printed Name of Procurement Officer ■
Date ■	Date ■

SCF.DOC (Rev. 04/14)

APPENDIX A**GENERAL CONDITIONS**

- 1. Inspections and Reports:**
The department may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.
- 2. Suitable Materials, Etc.:**
Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.
- 3. Disputes:**
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-AS 36.30.632.
- 4. Default:**
In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
- 5. 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 Procurement Officer.
- 6. No Additional Work or Material:**
No claim for additional supplies or 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 Procurement Officer.
- 7. 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.
- 8. 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.
- 9. 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.
- 10. 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) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.
- 11. Officials Not to Benefit:**
Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.
- 12. Contract Prices:**
Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.
- 13. Contract Funding:**
Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
- 14. 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.
- 15. Contract Extension:**
Unless otherwise provided, the State and the 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 thirty (30) days before the desired date of cancellation.
- 16. Severability:**
If any provision of the contract 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.
- 17. Continuing Obligation of Contractor:**
Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.
- 18. 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.

ATTACHMENT #4 APPENDIX B1 INDEMNITY AND INSURANCE

APPENDIX B¹ INDEMNITY AND INSURANCE

Article 1. 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.

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 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.

2.2 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.

2.3 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.

ATTACHMENT # 5 NOTICE OF INTENT TO AWARD

NOTICE OF INTENT TO AWARD A CONTRACT



Department of Administration
Division of General Services
Seventh Floor - State Office Bldg.
333 Willoughby Street
P.O. Box 110210
Juneau, Alaska 99811-0210

THIS IS NOT AN ORDER

DATE ISSUED: TBD

RFP NO.: 2521H012

RFP DEADLINE: TBD

RFP SUBJECT: ALASKA HIGHWAY SAFETY OFFICE (AHSO) ADMINISTRATIVE SUPPORT SERVICES

CONTRACTING OFFICER:

SIGNATURE: _____

This is notice of the state's intent to award a contract. The figures shown here are a tabulation of the offers received. The responsible and responsive offeror whose proposal was determined in writing to be the most advantageous is indicated. An offeror who wishes to protest this Notice of Intent must file the protest within ten calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **The offeror identified here as submitting the most advantageous proposal is instructed not to proceed until a contract, or other form of notice is given by the contracting officer.** A company or person who proceeds prior to receiving a contract, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.

Offerors	Responsive	Total Score	Most Advantageous
Company Name #1			
Company Name #2			

LEGEND: @ -- MOST ADVANTAGEOUS
Y -- RESPONSIVE PROPOSAL
N -- NON-RESPONSIVE PROPOSAL

SUMMARY

ATTACHMENT #6 RFP SUBMITTAL CHECKLIST

This checklist is an integral part of this RFP and the related proposal. The checklist MUST be included with the proposal. Signature on the checklist indicates that you have read the requirements stipulated by this RFP, and that the required information is submitted with your proposal. Signature of a binding officer of the proposing firm must sign the checklist. This signature will serve as the official signature of the proposal. This checklist is provided to assist both the offeror and the State in identifying the RFP requirements within the proposal. There may be additional requirements beyond those listed on this checklist. Offerors are responsible for thoroughly reviewing the RFP to make sure that they have met all the requirements and have provided all necessary information. Completion of this form does not guarantee a declaration of responsiveness.

Pre-Proposal Activities:

- ☐ Register with Procurement Officer
- ☐ Request Disability Assistance (if needed) at least 10 days prior to proposal deadline (Section 1.09)
- ☐ Submit Written Questions in writing to Procurement Officer (Section 1.06)

Proposal Transmittal (Section A)

- ☐ Offerors must submit Four (4) hard copies (one original & three copies) of their proposal, in writing, and TWO CDs containing electronic copies of the entire proposal. One CD will contain the transmittal information and the technical proposal. One CD will contain the cost proposal. The proposal response should be addressed 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. (Section 1.07 and Section 4.01)
- ☐ Proposal Submittal Letter (Section 4.01) (see minimum information below for requirements)
 - ☐ Authorized signature (Section 1.08(a))
 - ☐ Offeror's Certification A-H (Section 1.08 (b))
 - ☐ Vendor Tax ID proof OR Vendor Tax ID number (Section 1.08 (c))
 - ☐ Conflict of Interest Disclosure (Section 1.08 (d))
 - ☐ Federal Requirements (Section 1.08 (e))
 - ☐ Subcontractors Information <if applicable> (Section 3.09)
 - ☐ Review Insurance Requirements (Section 3.18)
 - ☐ Valid Business License Proof (Section 6.02)
 - ☐ Review & Agree to Standard Contract Provisions (Section 7.01)
 - ☐ Disclosure of Proposal Contents <if applicable> (Section 7.07)
 - ☐ RFP Amendments: All amendments issued for this RFP that require acknowledgement must be signed and included with the proposal [enclose only required signed amendments].

Proposal Technical Component (Section B)

Overall Technical Proposal –

The technical proposal must include the information outlined in Section 1.04 Prior Experience, Section 4.03 Understanding of the Project, Section 4.04 Methodology Used for the Project, Section 4.05 Management Plan for the Project and Section 4.06 Experience and Qualifications of this RFP. All proposals will be evaluated against Section 5 of this RFP. At a minimum, the following sections must be addressed within the Technical Proposal.

- 1.04 – Prior Experience Evidence
- 4.03 – Understanding of the Project
- 4.04 – Methodology Used for the Project
- 4.05 – Management Plan for the Project
- 4.06 – Experience and Qualifications
 - ☐ Title Page
 - ☐ Table of Contents
 - ☐ Prior Experience Evidence (Section 1.04)
 - ☐ Understanding of the Project (Section 4.03)
 - ☐ Methodology Used for the Project (Section 4.04)
 - ☐ Management Plan for the Project (Section 4.05)
 - ☐ Experience and Qualifications (Section 4.06)

Cost Proposal (Section C)

- ☐ Cost Proposal, Attachment 2 (Separate envelope addressed to the Procurement Officer) (Section 1.09 and Section 4.05)

RFP# 2521H012

Title: Alaska Highway Safety Office (AHSO) Administrative Support Services

Proposal Due Date: September 25, 2020 at 3:00 p.m. [Alaska Time]

Company Name

Printed Name of Binding Official

Signature of Binding Official / Date