

STATE OF ALASKA REQUEST FOR PROPOSALS



CAPITAL PROGRAM OPTIMIZATION FEASIBILITY STUDY RFP 2517H025

ISSUED FEBRUARY 24, 2017

THE ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES (DOT&PF) IS SOLICITING PROPOSALS TO STUDY THE OVERALL DELIVERY OF CAPITAL PROJECTS AND OPTIMIZATION OF THE CAPITAL PROGRAM – FROM ONSET TO CLOSEOUT. THE CONTRACTOR WILL ANALYZE AREAS FOR INCREASED EFFICIENCY AND EFFECTIVENESS (BOTH IN COST AND SERVICE DELIVERY), RECOMMEND OPTIONS FOR CHANGES IN CAPITAL PROGRAM DELIVERY AND ANALYZE THE FEASIBILITY OF CONTRACTING OUT VARIOUS PROGRAM ELEMENTS TO THE PRIVATE SECTOR.

ISSUED BY:

DEPARTMENT OF TRANSPORTATION & PUBLIC
FACILITIES
OFFICE OF THE COMMISSIONER

PRIMARY CONTACT:

AMY DEININGER
PROCUREMENT OFFICER
AMY.DEININGER@ALASKA.GOV

(907) 465-8558

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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Attachments:

- Proposal Evaluation Form
- Standard Agreement Form & Appendix A
- Appendix B¹
- Notice of Intent to Award

INTRODUCTION AND INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

In light of the State of Alaska's fiscal environment the Alaska Department of Transportation and Public Facilities (DOT&PF or the Department) is actively reviewing its current business practices and organizational structure in order to evaluate the most effective and efficient options for a future business model. Therefore, DOT&PF is soliciting proposals to conduct a feasibility study to help determine the optimal and sustainable capital program delivery model.

The Contractor will analyze the efficacy of DOT&PF's current capital program organizational structure and processes as well as identify industry best practices, particularly with respect to state government transportation entities. Based on that assessment and research findings, the Contractor will make recommendations for improvement. These recommendations must show how implementation will result in reduced costs, improved service delivery, or both. Recommendations that include changes to the distribution of work performed by in-house employees versus work outsourced to the private sector shall account for the requirements of the applicable collective bargaining agreements.

The capital project delivery areas for study include: planning, design, environmental, right-of-way, utilities, materials, construction, and other related capital program work.

SEC. 1.02 BUDGET

DOT&PF estimates a budget of \$400,000 - \$600,000 for completion of this project. Proposals priced at more than the budget may be considered nonresponsive.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 4:00 PM prevailing Alaska Time on March 17, 2017. Proposals submitted solely through email are acceptable but not encouraged. Oral proposals are not acceptable.

SEC. 1.04 PRIOR EXPERIENCE

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

- Individuals engaged in this work must have a minimum of five years of experience analyzing state or local government organizational structures and/or completing feasibility studies.
- Individuals engaged in this work must have a minimum of five years of experience with capital program delivery, preferably with the Federal Aviation Administration and/or Federal Highway Administration funded programs.

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, may 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: Amy Deininger | PHONE 907-465-8558 | TDD 907-465-3652

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit five (5) hard copies of their proposal, in writing, to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. Offerors must also submit one (1) electronic version of their technical proposal which can either be emailed or delivered on a thumb drive. The sealed proposal package(s) must be addressed as follows:

Department of Transportation & Public Facilities

Statewide Contracting & Procurement

Attention: Amy Deininger

Request for Proposal (RFP) Number: 2517H025

RFP Title: Capital Program Optimization Feasibility Study

PO Box 112500

Juneau, AK, 99811-2500

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

3132 Channel Drive

Juneau, AK, 99801-3134

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

The maximum size of a single email (including all text and attachments) that can be received by the state is 20mb (megabytes). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. It is the offeror’s responsibility to contact the issuing agency at 907.465.8558 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

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.

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, or current contractor) and, if so, the nature of that conflict. The Contractor shall not be an immediate family member of, share any financial interest with, or otherwise stand to gain or benefit from a member of the Governor's Office or anyone in the Commissioner's Office with DOT&PF, or any other state department. "Immediate family member," "financial interest," "gain," and "benefit" have the meanings set forth in AS 39.52.960.

The DOT&PF Commissioner 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 2/24/2017,
- Pre-proposal conference on 3/3/2017,
- Deadline for Receipt of Proposals 3/17/2017 @ 4:00 PM Alaska Time,
- Proposal Evaluation Committee complete evaluation by 3/24/2017,
- State of Alaska issues Notice of Intent to Award a Contract 3/27/2017,
- State of Alaska issues contract 4/7/2017,
- Contract start 4/8/2017.

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Transportation & 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 be held at 10:00 AM, Alaska Time, on March 3, 2017 in the Commissioner's conference room on the 3rd floor of the DOT&PF Headquarters building in Juneau, Alaska. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

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.

SEC. 1.16 PAST PERFORMANCE AND MINIMUM QUALIFICATIONS

The Department desires to receive proposals from contractors with proven understanding of and expertise in the services and systems, legal authorities, frameworks and funding mechanisms specific to the programming and delivery of state and federally-funded transportation and facility projects. Understanding and expertise in organizational analysis and optimization of program delivery.

Offerors should clearly articulate and be prepared to offer evidence as to how they have performed similar work, and meet each of the qualifications listed. The Offeror must list the qualifications of each individual proposed to work on this project (general qualifications, specialized qualifications and professional competence) in areas directly related to this RFP, and successful completion of similar projects. Samples of previously work products may be submitted as evidence of past performance, and will not count toward any proposal page limit requirements.

Feasibility Study:

- Offerors must have recent experience (within the past 5 years) of performing at least two studies that considered the feasibility of contracting or transitioning work related of governmental capital transportation projects to the private sector, with particular focus on managing collective bargaining agreements and other labor contracts for potentially affected employees.
 - Offerors should demonstrate their ability to compare and contrast costs, efficiencies, effectiveness, exposure to risk, and the effect of services delivered via in-state or outsourced components of the Department.
 - Offerors should demonstrate their knowledge of core competencies and requirement of state agencies to maintain federal requirements (FAA -, FTA -, FHWA – 23CFR) within the State Transportation Departments (STD).

Based on the results of the feasibility study – provide recommendations on the workforce required to optimize the delivery of transportation programs.

Organizational Analysis and Change Implementation:

- At least (five) 5 years of recent experience in the analysis, development, operation, or evaluation of governmental programs in the transportation industry.
 - Offerors should demonstrate their knowledge of core competencies and requirements of state agencies to maintain federal requirements (FAA - FTA - FHWA – 23CFR) within the STDs.
- Experience with developing and implementing organizational change for state transportation agencies. Offerors should speak to their experience with programs similar to the Department’s Results Based Alignment, and information gained from feasibility studies – and how those systems and information will assist in the analysis and development of plans for organizational change.

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The mission of the State of Alaska DOT&PF is to "***Keep Alaska Moving*** through service and infrastructure." To do this, the Department will:

- Provide for the safe and efficient movement of people and goods
- Provide statewide access and connectivity
- Provide access for exploration and development of Alaska's resources

Organizational Structure

Under authority of AS 44.42, the Department plans, designs, constructs, operates, and maintains all state modes of transportation infrastructure systems, buildings, and other facilities used by Alaskans and visitors. These include more than 5,600 center line miles of paved and gravel highways; 79 maintenance stations; 731 public facilities, 242 airports; 21 small harbors; and a ferry system covering 3,500 route miles serving 35 coastal communities.

As required by AS 44.42.040, the Department is administratively divided into regions:

The Northern Region, headquartered in Fairbanks, is the largest, and maintains more centerline miles of highway, including all of the Alaska, Richardson, Taylor, Denali, and Dalton Highways and portions of the Parks and Glenn Highways.

The Central Region, headquartered in Anchorage, includes the state's most urban areas, as well as some of the most remote villages on the Kuskokwim delta, the Alaska Peninsula. Central Region maintains the Seward and Sterling Highways, as well as parts of the Parks and Glenn Highways.

The Southcoast Region, headquartered in Juneau, is the most diverse, and serves a coastal population of 70,000 hardy residents of the Alexander Archipelago, Kodiak Island and the Aleutian Chain. Currently, only three Southcoast communities are connected by road to the outside world - Skagway, Haines, and Hyder.

The Statewide Design & Engineering Services Division sets statewide policy and guidance on design and engineering standards, provides bridge design and inspection services, manages the environmental process under agreements with FHWA and other agencies, coordinates the Highway Safety Improvement Program, and leads the Department's performance management, research and training programs.

The Statewide Public Facilities Division provides project management services for executive branch most state agencies for both new facilities and renovation of existing facilities, manages the State of Alaska Energy Saving Performance Contracting, and provides management and consulting for entities such as local governments and tribal groups.

The Program Development and Statewide Planning Division is responsible for developing the state transportation plan and consulting and cooperating with officials of the federal, state, and local governments as well as members of the public. The division is also responsible for working with the Federal Highway Administration programming the funding for the implementation of the plan.

The Statewide Aviation Division oversees the policies, procedures, and programs to develop, construct, and manage 240 airports in the rural aviation system. This includes seaplane bases, paved and gravel runways, and airport facilities. 82% of Alaska communities are not accessible by road and 251 are exclusively accessed by air.

The Alaska International Airport System (AIAS) – comprised of Ted Stevens Anchorage and Fairbanks International Airports – serves as the gateway to Alaska and provides passenger and cargo services to the United States, Europe, and Asia. Additionally, AIAS provides design project management services, facilities management, maintenance and operation runway services, and airport security services.

The Alaska Marine Highway System is headquartered in Ketchikan. From there, AMHS management directs the operation and maintenance of our fleet of eleven vessels, ranging in size from the 181 ft. MV Lituya to the 418 ft. MV Columbia.

The State of Alaska's landmass (over 586,412 square miles) is equivalent to one-fifth the size of the lower 48 states combined. Spanning a distance of 1,400 miles from north to south, and 2,700 miles from east to west, Alaska covers an extensive variety of terrain ranging from temperate island rain forests to desert-like arctic tundra. DOT&PF has facilities stretching from the shores of the Arctic Ocean, to the western tip of the Aleutian Islands, to the Inside Passage on the SE Alaska panhandle, and from the Bering Sea to the Canadian border. Due to this distance and terrain, all DOT&PF facilities are connected to the SOA WAN via a combination of landline, microwave and satellite connections.

The DOT&PF Department Overview Report can be viewed at the following:

<http://dot.alaska.gov/comm/legislative/docs/Fact-Sheet.pdf>

Other DOT&PF reports, studies and resources can be found at:

http://dot.alaska.gov/comm/rep_studies_resources.shtml

DOT&PF Statewide & Area Transportation Plans can be viewed at:

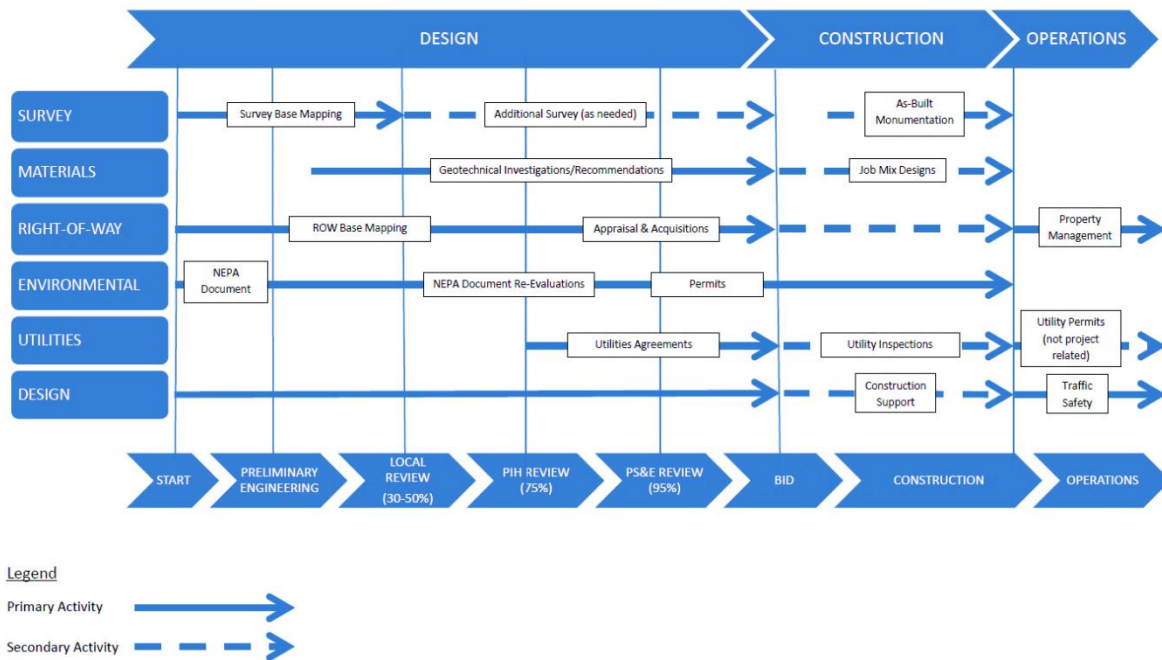
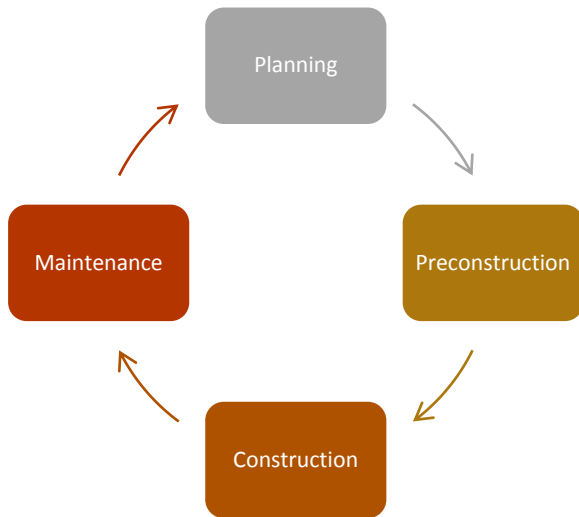
<http://www.dot.state.ak.us/stwdplng/areaplans/>

Maps showing DOT&PF public ports and harbors, airports and regions can be viewed at:

<http://www.dot.alaska.gov/stwdplng/mapping/mapproducts.shtml>.

Life Cycle of a Capital Project

The Department has an organizational structure in which the majority of the capital programs are delivered by the regions using a mix of in-house staff and consultant services. The graphics below demonstrates the continuing sequence of stages in the development of capital projects, and the typical steps and services used in the development of a capital project. Depending on several factors (size, schedule, availability, complexity, etc.) the Department determines whether a project will be developed with primarily in-house staff, a mix of in-house and consultants or primarily consultant services.



The Alaska Factor

Alaska’s geographic spread and wide range of climatic conditions impact the development of capital projects. Snow and ice hamper or block the collection of field data in many areas of the state, while some subsurface investigations can only be completed in winter months to limit damage to sensitive environments. Limited transportation services require that data collection equipment be transported in narrow windows during the summer. As a project is being developed through the planning, environmental and design stages, these same geographic and climatic factors must be considered when scheduling construction. Due to limited availability of materials and short construction seasons, a comparably relatively simple project in the lower 48 may take multiple construction seasons in Alaska.

Feasibility Study – Collective Bargaining Agreement Requirements

Three collective bargaining agreements may be impacted by the findings of this study and their respective agreement language regarding feasibility studies will be honored. The three agreements are:

1. Alaska Public Employees Association (APEA) – Article 6
2. Alaska State Employees Association (ASEA) – Article 13
3. Labor, Trades and Crafts Local 71 (LTC) – Article 7.04

Copies of the collective bargaining agreements are available at the follow website:

<http://www.doa.alaska.gov/dop/LaborRelations/unionContracts/>

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Contractor will analyze the efficacy of DOT&PF's current capital program organizational structure and processes. Based on that efficacy assessment, the Contractor will make recommendations for improvement. These recommendations must show how implementation of recommendations will result in reduced costs, improved service delivery, or both. Recommendations that include changes to the distribution of work performed by in-house employees versus work outsourced to the private sector (consultants) shall account for the requirements of the applicable collective bargaining agreements.

Specifically, the Contractor will accomplish an "as is" assessment of DOT&PF's capital program delivery model by:

- Identifying core competencies and associated functions necessary to successfully deliver DOT&PF's capital program year over year. The capital project delivery areas for study include planning, design, environmental, right-of-way, utilities, materials, construction, and other related capital program work.
- Providing an assessment of the efficacy of DOT&PF's capital program delivery model over the past five years, with focus on identifying and comparing the cost and quality of services provided by DOT&PF employees to the cost and quality of outsourced work accomplished by the private sector. Criteria for this assessment should include, but not be limited to:
 - Comparison of final construction contract cost versus as-bid cost for construction documents prepared by consultants versus DOT&PF staff.
 - Comparison of current cost of equivalent positions of consultants and DOT&PF staff for the range of services (see SEC. 1.01) provided by outsourcing.
 - Comparison of fully loaded current and life cycle costs associated with state employees versus consultants.
 - Comparison of the number of review comments received for a consultant design product versus an in-house design product of reasonably comparable projects.
 - Comparison of state government versus private sector in terms of DOT&PF management and accountability tools, procedures, and challenges relating to ensuring employees perform to standard.
 - Comparison of DOT&PF management and oversight costs for projects and programs delivered by state employees versus consultant employees.
- Identifying the percentage of consultant work over the past five years that has been expended on consultant and sub-consultant employees working in offices outside of Alaska.
- Providing an assessment and verification of the current percentage of work (as described in SEC. 1.01) being performed by private sector entities, with a breakout by geographic location.
- Providing an assessment of Alaska consulting architectural and engineering firms' capabilities, with a breakout by region.
- Providing a comparison assessment of DOT&PF's current model with selected other state transportation capital programs.
- Providing an assessment and articulation of the unique realities associated with delivering a capital program in Alaska.

- Identifying the top five consultants DOT&PF has leveraged in the past five years in terms of number of contracts and annual expenditures and listing their office locations inside Alaska and worldwide and the number of employees in each office.

Next, the Contractor will make recommendations for improvement based on the “as is” assessment by:

- Identifying and articulating the optimum DOT&PF capital program organizational structure that preserves necessary core competencies and functions, ensures a sustainable workforce demographic, ensures flexibility and agility to respond to varying funding scenarios, ensures federal regulatory compliance, and can clearly demonstrate improved cost effectiveness and/or improved service delivery over the current “as is” model.
- Identifying and articulating the optimum amount and type of capital program component work that can be outsourced in varying funding scenarios, which will be provided to the Contractor. At a minimum, this analysis must include the following:
 - Providing an assessment of outsourcing impacts to non-capital improvement program Department functions, e.g. design support of Maintenance and Operations, Statewide Aviation, etc.
 - Providing an assessment of increased outsourcing impacts to remaining staff with associated increase in in-house staff oversight responsibilities. The assessment should include, but not be limited to considering DOT&PF in-house staff constraints, schedules, specialized skills or equipment, and workload.
 - Providing an assessment of Department risks for securing and obligating federal funds for the current and future delivery of capital improvement projects.
- Identifying steps to achieving the optimum organization with an accompanying risk assessment associated with taking those steps. The risk assessment will include probability and impact assessments and proposed mitigation strategies.
- Identifying a proposed schedule for decision-making and change.
- Demonstrating all recommended actions address applicable collective bargaining agreement requirements.
- Department to approve list of stakeholders.

In achieving the above, the Contractor is expected to thoroughly engage stakeholders. A list of stakeholders and an associated stakeholder engagement plan will be provided by bidders and considered for thoroughness and quality during proposal evaluation and selection.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately April 7, 2017 through June 30, 2019.

See the specific and required delivery dates in SEC. 3.03 DELIVERABLES below.

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

SEC. 3.03 DELIVERABLES

Based on the Scope of Work (Section 3. above), the Contractor will ultimately provide a final written report. The Contractor will be responsible for the provision of the following deliverables:

- I. Periodic Consultation and Monthly Progress Reports
 - a. Proposals submitted in response to this RFP must identify a process, frequency and timing for consultation with the Department and stakeholders at key points in the process. The final plan and approach to consultation will be negotiated with the Department and documented in the contract award.
 - b. Proposals submitted in response to this RFP must identify a process for providing the Department with a minimum of monthly progress reports throughout the term of the contract. In addition to documenting progress made each month, the progress reports will identify unanticipated issues that may impact contract implementation and propose solutions. Material changes in project work or management will require preapproval by the Department.
- II. Literature Review/Data Collection
 - a. Conduct and prepare a preliminary report on current and best practices in balancing in-house versus contracted capital program work to ensure optimal and sustainable capital program delivery.
 - b. Provide findings in writing no later than April 30, 2017.
- III. Stakeholder Input
 - a. Conduct select in-person interviews and various telephonic or digital interviews with stakeholders.
 - b. Provide findings in writing no later than June 15, 2017.
 - c. Incorporate applicable findings into the analysis, final report and recommendations.
- IV. Feasibility Study
 - a. Review the three applicable collective bargaining agreements, specifically the sections on feasibility studies and/or contracting out.
 - b. Conduct a feasibility study that meets the requirements of each of the three agreements.
 - c. Provide a separate draft feasibility study report for each collective bargaining unit.
 - d. The draft reports will be provided July 15, 2017 to the Department for review and comment.
- V. Final Report
 - a. At minimum, the final report will include:
 - i. Identification and description of best practice/optimal delivery model
 - ii. Summary of findings
 - iii. Summary of cost and service comparison
 1. The three feasibility study reports can be included here or provided as separate chapters in the final report.
 - iv. Recommended optimal model and organizational structure for the Department, including workforce composition, core functions and skill sets, and long-term benefits/risks
 - b. A draft report will be provided August 15, 2017 to the Department for review and comment.
 - c. The final report will be presented in person no later than August 31, 2017.
- VI. Participation in up to four legislative presentations on the study, final report, and recommendations (January 19 – April 17, 2018).
- VII. Availability for additional consultation through the Department's implementation of capital program delivery model (through June 30, 2019).

SEC. 3.04 CONTRACT TYPE

This contract is a firm, fixed price contract.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The state will make monthly payments against invoices that itemize the deliverables accomplished each month. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director.

SEC. 3.06 PROMPT PAYMENT FOR STATE PURCHASES

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

SEC. 3.07 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of DOT&PF 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

The location(s) the work is to be performed, completed and managed is the contractor's worksite.

The Department will not provide workspace for the contractor. The contractor must provide its own workspace.

Much of the research, analysis and writing to be performed under this contract may occur in any location. However, the Contractor will be expected to:

- Make at least one site visit to the regional offices in Anchorage, Juneau (includes headquarters office) and Fairbanks. Plan for five (5) consecutive business days for each separate location site visit.
- Interview (in-person) key personnel responsible and active in delivering the program. This includes functional, regional and statewide groups.
- Interviews with various stakeholders.
- Compare and contrast other state agencies effectiveness and success in reorganizing and redistributing work.
- Participate in up to two in-person meetings with the Department's Executive Team in Anchorage or Juneau.
- Present either in-person or telephonically at legislative hearings in Juneau (2018).

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for travel to all three regions in Alaska: Southcoast, Central and Northern.

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.

Subcontractors must provide a list of all projects or contracts the subcontractor has with the State of Alaska, including the Department, and contact information where the contract is being administered.

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

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

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

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

SEC. 3.10 JOINT VENTURES

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

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 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. 3.13 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. 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. 3.14 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 DOT&PF Commissioner or the Commissioner's designee.

SEC. 3.15 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:

- Consultant Audits

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. 3.16 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. 3.17 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 and referred to in the TABLE OF CONTENTS at page 3.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

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

SEC. 4.02 INTRODUCTION

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

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

SEC. 4.03 UNDERSTANDING OF THE PROJECT

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

SEC. 4.04 METHODOLOGY USED FOR THE PROJECT

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

SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

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

SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

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

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

SEC. 4.07 COST PROPOSAL

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.

SEC. 4.08 EVALUATION CRITERIA

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

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

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION
THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1000**SEC. 5.01 UNDERSTANDING OF THE PROJECT (125 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 the state's time schedule and the ability to meet it?

SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (125 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 interface with the time schedule in the RFP?

SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (200 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) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) Does it appear that the offeror can meet the schedule set out in the RFP?
- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 8) To what degree is the proposal practical and feasible?
- 9) To what extent has the offeror identified potential problems?

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (250 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) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- c) 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) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided letters of reference from previous clients?
- d) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

SEC. 5.05 CONTRACT COST (200 POINTS)

Overall, a minimum of 20% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.12.

Converting Cost to Points

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

SEC. 5.06 ALASKA OFFEROR PREFERENCE (100 POINTS)

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

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

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

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

SEC. 6.03 SITE INSPECTION

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

SEC. 6.04 CLARIFICATION OF OFFERS

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

SEC. 6.05 DISCUSSIONS WITH OFFERORS

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

SEC. 6.06 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.

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

SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the COMMISSIONER'S conference room on the 3RD 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

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

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

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

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

Sec. 6.12 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an offeror who:

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Statement

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

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

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

SEC. 6.13 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is a:

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

Alaska Veteran Preference Statement

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

SEC. 6.14 ALASKA OFFEROR PREFERENCE

2 AAC 12.260(e) provides Alaska offerors a 10% overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. An Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the formula:

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

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). This form is attached in **SECTION 8. EXHIBITS** for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

SEC. 7.02 PROPOSAL AS A PART OF THE CONTRACT

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

SEC. 7.03 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 7.04 HUMAN TRAFFICKING

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

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

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

SEC. 7.05 RIGHT OF REJECTION

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

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

Minor informalities that:

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

may be waived by the procurement officer.

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

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

SEC. 7.06 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 7.07 DISCLOSURE OF PROPOSAL CONTENTS

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

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

SEC. 7.08 ASSIGNMENT

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

SEC. 7.09 DISPUTES

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

SEC. 7.10 SEVERABILITY

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

SEC. 7.11 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with SEC. 1.12 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.

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: 2517H025

EVALUATION CRITERIA AND SCORING

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

5.01 Understanding of the Project—125 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 the state's time schedule and can meet it?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.01: _____

5.02 Methodology Used for the Project—125 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) How well does the methodology interface with the time schedule in the proposal?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.02: _____

5.03 Management Plan for the Project—200 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) How well is accountability completely and clearly defined?

NOTES:

3) Is the organization of the project team clear?

NOTES:

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

NOTES:

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

NOTES:

6) Does it appear that offeror can meet the schedule set out in the RFP?

NOTES:

7) Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?

NOTES:

8) To what degree is the proposal practical and feasible?

NOTES:

9) To what extent has the offeror identified potential problems?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.03: _____

5.04 Experience and Qualifications—250 Points

Proposals will be evaluated against the questions set out below.

1) Questions regarding the personnel.

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

NOTES:

b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

NOTES:

c) 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 demonstrated experience in completing similar projects on time and within budget?

NOTES:

- b) How successful is the general history of the firm regarding timely and successful completion of projects?

NOTES:

- c) Has the firm provided letters of reference from previous clients?

NOTES:

- d) If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for the offeror?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.04: _____

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

5.05 Contract Cost — 200 Points

Overall, a minimum of 200 points of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under SECTION 6.11.

Converting Cost to Points

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

5.06 Alaska Offeror Preference — 100 Points

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 100 points of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.