

STATE OF ALASKA REQUEST FOR PROPOSALS



AMHS VESSEL LONG HAUL WAN CIRCUIT CONNECTIONS – **AMENDMENT #1** RFP #2518S032

ISSUED MARCH 6, 2018

THE PURPOSE OF THIS RFP IS TO SOLICIT PROPOSALS FROM VENDORS TO PROVIDE LONG-HAUL CIRCUIT CONNECTIONS TO AMHS VESSELS FOR DATA/VOICE/RADIO/VIDEO SERVICES. THE VENDOR WILL BE REQUIRED TO PROVIDE THE CIRCUITS, COORDINATE ANY REQUIRED HARDWARE INSTALLATION/REPLACEMENT AND PROVIDE MAINTENANCE AND SUPPORT OF THE HARDWARE, SOFTWARE AND CIRCUITS FOR THE OPERATION OF THE AMHS FERRY FLEET.

ISSUED BY:

DEPARTMENT OF TRANSPORTATION & PUBLIC
FACILITIES
DIVISION OF ADMINISTRATIVE SERVICES
STATEWIDE PROCUREMENT

PRIMARY CONTACT:

JOHN C. WYNNE
PROCUREMENT OFFICER
JOHN.WYNNE@ALASKA.GOV
(907) 465-8878

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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INTRODUCTION AND INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The **Department of Transportation & Public Facilities, Division of Alaska Marine Highway System**, is soliciting proposals for long-haul circuit connections to AMHS vessels for data/voice/radio/video services. The Contractor will be required to provide the circuits, coordinate any required hardware installation/replacement and provide maintenance and support of the hardware, software and circuits.

SEC. 1.02 BUDGET

Department of Transportation & Public Facilities, Division of Alaska Marine Highway System, estimates a budget of between \$3.7 million and \$12 million dollars for completion of this project. Proposals priced at more than \$12 million will be considered non-responsive. The budget covers the time period from June 1, 2018 through June 30, 2024.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00PM** prevailing Alaska Time on **APRIL 13, 2018**. Emailed proposals 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:

- A.** Provided continuing VSAT Satellite Communications Service to multiple remote commercial/government marine locations for at least the past four (4) years.
- B.** Provided continuing VSAT Satellite Communications Service to multiple mobile commercial/government marine locations for at least the past four (4) years.
- C.** Experience in designing multiple (two [2] or more) marine vessel VSAT Satellite Communications Systems.
- D.** Experience in the successful installation, support and maintenance of multiple (two [2] or more) vessel VSAT Satellite Communications Systems.
- E.** Experience in the successful deployment of multiple (two [2] or more) marine vessel VSAT Satellite Communications Systems.

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 an 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: **John C. Wynne** – PHONE: **907-465-8878** - EMAIL: **john.wynne@alaska.gov**

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit five (5) hard copies of their Technical Proposal, in writing, plus one (1) CD inclusive of Technical and Cost Proposal to the Procurement Officer in a sealed package. **The cost proposal included with the package must be sealed separately** from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Transportation and Public Facilities
Statewide Procurement
Attention: **John C. Wynne**
Request for Proposal (RFP) Number: **2518S032**

RFP Title: **AMHS VESSEL LONG HAUL WAN CIRCUIT CONNECTIONS**

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

P.O. BOX 112500
Juneau, AK, 99811-2500

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

3132 Channel Drive
Room 300
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 john.wynne@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 **907-465-8878** 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.

IMPORTANT NOTE: There is no overnight express mail or courier delivery to Juneau, Alaska. All expedited mail services take at least 2 nights. This is true for other courier vendors as well such as Federal Express.

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.

(f) BID BOND - PERFORMANCE BOND - SURETY DEPOSIT

Not applicable to this project.

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 March 1, 2018,
- Pre-proposal conference on March 14, 2018,
- Deadline for Receipt of Proposals April 13, 2018,
- Proposal Evaluation Committee complete evaluation by May 4, 2018,
- State of Alaska issues Notice of Intent to Award a Contract May 7, 2018,

- State of Alaska issues contract May 22, 2018,
- Contract start June 1, 2018.

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 telephonically at **10:00 am**, Alaska Time, on **March 14, 2018**.

Prospective offerors may participate by calling 1-800-315-6338 and entering the passcode 8878#. 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 will be issued in an RFP Amendment and posted on the State Online Public Notice webpage 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 AMHS Project Director.

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The State of Alaska (SOA), Department of Transportation & Public Facilities (DOT&PF) operates the Alaska Marine Highway System (AMHS). AMHS is part of the State highway infrastructure, transporting people, goods and vehicles via Marine Vessels. The Alaska Marine Highway System provides year round passenger and vehicle service to thirty-five (35) locations, along the Alaska Marine Highway route structure with nine (9) operational vessels in the fleet. The FVF Chenega is currently in long term lay-up, due to budget cuts. The routes from Bellingham, WA through the Inside Passage pass through islands with high mountains and steep fjords and then cross the Gulf of Alaska and continues along the 1,000 mile stretch of the Aleutian Chain to Unalaska. The routes of the vessels may be found at <http://www.dot.state.ak.us/amhs/routes.shtml>.

The mission of the Alaska Marine Highway System is to provide safe, reliable, and efficient transportation of people, goods, and vehicles among Alaska communities, Canada, and the "Lower 48," while providing opportunities to develop and maintain a reasonable standard of living and high quality of life, including social, education, and health needs.

Information regarding the vessels and the operation schedule is available at the AMHS web site at the following link <http://www.dot.state.ak.us/amhs/index.shtml>. While the routes remain unchanged, the vessels may move from route to route due to maintenance, seasonal scheduling, special events requiring additional capacity, etc. Passengers and interested parties can track vessel movement in real time via a custom web service "Real Time Tracking Map" available through the AMHS website <http://www.dot.state.ak.us/amhs/map.shtml>.

Due to the distance between ports of call and remoteness of AMHS destinations, reliable communications are requisite to the successful pursuance of the AMHS mission. The vessel network connection requirements are critical to the success of AMHS. Attachment #8 is a typical network drawing for the M/V Columbia.

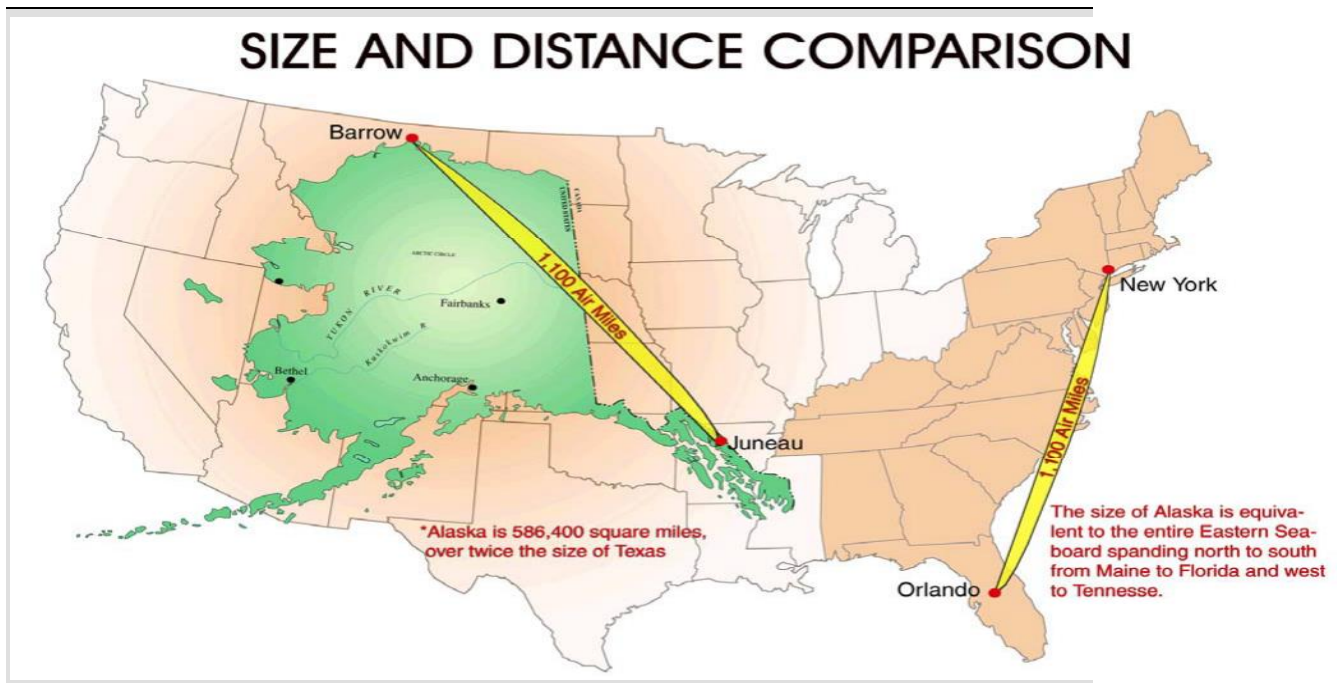
Connectivity within the State of Alaska is a challenge. Low population densities and a lack of transportation infrastructure have limited telecommunications infrastructure development. Offerors should be aware of these factors when preparing their proposal. Equipment and satellite usage is shown below by vessel. The diagram following will help to provide perspective on the distances between locations within the state.

EXISTING VSAT EQUIPMENT BY VESSEL					
Vessel	Ku-band Antenna	Serial	BUC	LNB	Modem
AURORA	SEATEL 4009 MK2	4009MK211371430	CODAN 6908 W/E-48	Seatel QPLL.B1	E-8350
CHENEGA	INTELLIAN V110	V1111120204	CODAN 4908 W/E	SMW QPLL Type R	E-8350
COLUMBIA	SEATEL 4009-33 MK2	4009MK210430747	CODAN 6908 W/E-48	Seatel QPLL.B2	E-8350
FAIRWEATHER	INTELLIAN V110	V1110110061	NJT5118NM	NJR2843	E-8350
KENNICOTT	SEATEL 4009-33	4.00909E+11	CODAN 6908 W/E-48	Seatel QPLL.B1	E-8350
LECONTE	SEATEL 4009-33 MK2	4009MK210430T11	CODAN 6908 W/E-48	Seatel QPLL.B1	E-8350
LITUYA	SEATEL 4009-33	4.00909E+11	CODAN 6908 W/E-48	Seatel QPLL.B2	E-8350
MALASPINA	SEATEL 4006-21	6001596	CODAN 6908 W/E-48	Seatel QPLL B2	E-8350
MATANUSKA	SEATEL 4006RZ-23	4006RZ09110944	CODAN 6908 W/E-48	Seatel QPLL B2	E-8350
TUSTUMENA	SEATEL 4009-33 MK2	4009MK210340600	CODAN 6908 W/E-48	Seatel QPLL B1	E-8350

SATELLITE USAGE BY VESSEL - RADIO HOLLAND				
	Usage in August 2016		Usage 12 Months	
VESSELS	Gb Down	Gb Up	Gb Down	Gb Up
M/V Aurora	22.4	10.1	375	144.0
FVF Chenega	19.7	7.5	221.8	97.4
M/V Columbia	38.2	18.0	215.5	70.8
FVF Fairweather	16.3	8.3	167.0	88.1
M/V Kennicott	51.9	15.3	490.7	157.7
M/V LeConte	66.3	29.1	497.7	161.8
M/V Lituya	3.8	2.5	35.0	24.0
M/V Malaspina	12.7	7.5	355.0	156.7
M/V Matanuska	36.1	13.1	510.6	163.1
M/V Tustumena	50.3	15.4	485.0	166.3
NOTE: The Radio Holland contract for Satellite communications uses Ku band antennas.				

AMHS Routes and Running Times

<http://www.dot.state.ak.us/amhs/routes.shtml>



SEC. 2.02 DEFINITIONS

AMHS – Alaska Marine Highway System.

CarRes – AMHS Reservations System, which is cloud hosted.

CCB – SOA / ETS Change Control Board.

DOT&PF – Department of Transportation & Public Facilities.

Implementation Phase – Contract start through June 30, 2020.

IRIS – Integrated Resources Information System. SOA accounting, financial and procurement system.

NOC – Network Operations Center.

OIT – Office of Information Technology, under the State of Alaska, Department of Administration.

PM – Preventive Maintenance.

QoS – Quality of Service.

RX – Receive.

SLA – Service Level Agreement.

SOA – State of Alaska.

TX – Transmit.

UPS – Universal Power System.

VSAT – Very Small Aperture Terminal. The type of satellite system used on the AMHS ferries.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 Introduction

The purpose of this RFP is to solicit proposals from vendors to provide long-haul circuit connections to amhs vessels for data/voice/radio/video services. The vendor will be required to provide the circuits, coordinate any required hardware installation/replacement and provide maintenance and support of the hardware, software and circuits for the operation of the AMHS ferry fleet. The existing VSAT system, through the contract with Marlink AS, supports the following state systems/requirements:

- A. AMOS – Vessel Maintenance Management System
- B. CarRes – Reservation Management System
- C. POS – Vessel Point of Sale System
- D. Vessel Tracking System
- E. Crew Internet Access

SEC. 3.02 Goals for Future Long-Haul Circuit Connection Contract

- A. Provide Long-haul Circuits to AMHS Vessels including but not limited to the 13 vessels or locations listed below.
- B. Provide continued support and maintenance of the circuits for the term of the agreement
- C. Provide multiple redundant forms of connectivity to each vessel.
- D. Provide for as-needed replacement of any existing long-haul circuitry equipment.
- E. Provide for the support & maintenance of existing and replacement long-haul circuitry equipment.
- F. Provide VoIP service.
- G. Optional – Provide connectivity to mobile devices used in conjunction with reservations system processes.

SEC. 3.03 DELIVERABLES

The Successful Offeror will be required to provide the following DELIVERABLES at the direction of the AMHS Project Director or designee:

Offerors must state in their proposal how they will provide for the following requirements

SEC. 3.03.1 WAN Services - AMHS Circuit Connectivity Minimum Requirements

AMHS requires specific circuit connectivity and bandwidth capacity for each of the 13 vessels or locations listed below. For each location, the offeror will provide, at a minimum:

- A. A proposal with a minimum of two methods of WAN connectivity. The contractor shall provide a reliable primary and secondary form of connectivity with different redundant paths and utilizing different technologies. AMHS is looking to maximize available throughput while maintaining as near to 24/7 availability as is feasible. The vendor will provide best path routing to maximize performance.
- B. Scalable *redundant* WAN connectivity to each vessel. Detail the type of service and how redundancy is provided.
- C. The WAN services are required on a 365/24/7 basis along all routes traveled by all AMHS vessels/locations, within the serviceable coverage area stated below.
- D. *The vendor will provide bandwidth services in the following stated serviceable coverage area:* 61° 10' N (Anchorage, AK) to 44° 55' N (Salem, OR) and 166° 33' W (Unalaska, AK) to 123° 1' W (Salem, OR). Primary area of focus within the serviceable coverage area is within 200 nautical miles of the coastal communities, following AMHS routes from the port of Bellingham, WA through SE Alaska, the Gulf and Alaska and the Aleutian's. The serviceable coverage area includes Oregon on the south, to include shipyards used by AMHS. ***If the Offeror's proposal does not provide bandwidth services within the geographic area stated above, they will be considered non-responsive.***
- E. The back-haul from the vendor NOC to the SOA NOC's must accommodate simultaneous maximum traffic to and from each vessel.
- F. Network capacity growth contingencies to provide scalability for future bandwidth increases and vessel additions.
- G. Comprehensive Service Level Agreement (SLA-SOA) in support of the AMHS need for WAN Services. ***If the Offeror's response does not provide a copy of the SLA they propose to use on this project, they will be considered non-responsive.***
- H. State the type of Out of Band Management and support system proposed. (Uplogix or other?)
- I. Provide a copy of the Implementation plan and schedule proposed.
- J. No less than 99% availability (as defined in the SLA requirements 3.03.5) for the minimum required bandwidth.
- K. A scheduled service window for each site where bandwidth is increased for large data transfers to and from the site. This is intended for routine maintenance, software and firmware updates and patches, content transfer and data backups.
- L. The service window bandwidth will be provided to each location for no less than 60 continuous minutes in a 24 hour period. This service window will be scheduled and regular.
- M. The following Bandwidth requirements are based on the traffic usage at the location.

SEC. 303.1.M SUSTAINED BANDWIDTH REQUIRED BY VESSEL		
AMHS Vessels or Locations	Minimum Required Bandwidth	Minimum Service Window Bandwidth
M/V Aurora	1.5Mbps	50Mbps
FVF Chenega ¹	1.0Mbps	50Mbps
M/V Columbia	3.0Mbps	50Mbps
FVF Fairweather	1.0Mbps	50Mbps
M/V Kennicott	3.0Mbps	50Mbps
M/V LeConte	1.5Mbps	50Mbps
M/V Lituya	1.0Mbps	50Mbps
M/V Malaspina	2.0Mbps	50Mbps
M/V Matanuska	2.0Mbps	50Mbps
M/V Tustumena	2.0Mbps	50Mbps
Ketchikan Test Vessel ²	1.0Mbps	50Mbps
M/V Tazlina ³	2.0Mbps	50Mbps
M/V Hubbard ³	2.0Mbps	50Mbps
NOTE 1: The FVF Chenega is currently in long term lay-up. If it should return to revenue service, this will be the requirement for that vessel.		
NOTE 2: The Ketchikan Test Vessel is the Lab site at the AMHS Marine Engineering Facility located at 7037 N. Tongass Highway, Ketchikan, AK.		
NOTE 3: The Alaska Class ferries (M/V Tazlina & M/V Hubbard) are under construction in Ketchikan, AK and are scheduled to go into revenue service together about the Spring of 2019. They will serve the route from Juneau to Haines & Skagway. Only the antenna power and transmission cables and equipment racks will be in place for these vessels. See Sec. 3.03.8 Long Haul Equipment Purchase & Installation and Sec. 3.20 Contract Changes - Anticipated Amendments.		

SEC. 3.03.2.A WAN SERVICES – VSAT

1. Continuity of VSAT Service Requirement

At the commencement of the contract, at a minimum, the Successful Offeror must provide an equal or greater level of VSAT service as currently being provided utilizing Ku band via the existing Radio Holland contract. The existing VSAT equipment on each vessel includes automatic beam switching. If the solution for each vessel that the Successful Offeror provides, requires a change out and/or addition of equipment, the Successful Offeror must continue to provide VSAT service at an equal or greater level of service, until the equipment change out and/or addition can occur. Major equipment change out or addition will take place when each vessel is scheduled for their annual overhaul or layup, based upon the current AMHS Operating Plan http://www.dot.state.ak.us/amhs/doc/reports/op_plan.pdf.

If the Offeror's proposal does not provide for, and guarantee the Continuity of Service Requirements, they will be considered non-responsive.

2. For VSAT service, if more than one satellite is proposed in the design, offerors must provide for automatic beam switching capability to maintain connectivity.
3. For VSAT service, to provide for the least amount of system degradation, it is highly advantageous to AMHS for the primary Earth Station Teleport Facility the Offeror proposes to use be located within the State of Alaska. **Offeror's who provide a letter with their proposal from an Alaska Earth Station Teleport Facility acknowledging that they will provide such service to the Offeror, will be automatically awarded 50 points. Or, if the Offeror states in their proposal that they can provide the primary Alaska Earth Station Teleport facility, 50 points will automatically be awarded.** Any future changes to the primary Earth Station Teleport facility must be approved by the AMHS Project Director in advance.
4. A secondary Earth Station Teleport Facility must also be identified in the Offeror's proposal with a letter from that provider, acknowledging that they will provide that service to the Offeror. **Five (5) points will be awarded for providing the letter from the secondary Earth Station Teleport facility provider.** Any future changes to the secondary Earth Station Teleport facility must be approved by the AMHS Project Director in advance.

SEC. 3.03.2.B WAN SERVICES - Secondary (Redundant) WAN Connectivity

If the vendor proposes to use ship to shore wireless as a redundant method of WAN connectivity, the below site service prioritization will be used.

Terminal Site Service Prioritization

- A Priority #1 Sites – Service for these manned sites shall be implemented within the first year of the initial term of the contract. Order and schedule will be established at the direction of the AMHS Project Director.
 1. Ketchikan Terminal and adjacent Vigor Alaska, Ketchikan shipyard
 2. Auke Bay (Juneau) Terminal
 3. Whittier Terminal
 4. Kodiak Terminal
 5. Bellingham Terminal
 6. Haines Terminal
 7. Skagway Terminal
- B. Priority #2 Sites – Service for these manned sites will be evaluated and may be implemented during the second year of the initial term of the contract. Order and schedule will be established at the direction of the AMHS Project Director.
 1. Homer Terminal
 2. Sitka Terminal
 3. Wrangell Terminal
 4. Petersburg Terminal
 5. Cordova Terminal
 6. Valdez Terminal

- C. Priority #3 Sites – Additional unmanned service sites may be identified by the AMHS Project Team. These sites will be evaluated and implemented at the direction of the AMHS Project Director within the duration of the contract.
- D. Offeror's Cost Proposals shall include the following information for site #1 Ketchikan (See Attachment #12 – Terminal Aerial Photos – Homer - Kodiak):
 - 1. Site solution design,
 - 2. Itemized one time and recurring costs,
 - 3. Risk assessment and mitigation solutions to evaluate, and
 - 4. Proposed implementation schedule.
- E. Offeror's Cost Proposals shall include the same information for the M/V Columbia. (See Attachment #8 – M/V Columbia Network Drawings.)

Vendor cost proposals shall include costs for a site survey per site and vessel to provide AMHS with adequate data for a cost benefit analysis. The site survey report for each site will include;

- 1. Site solution design,
- 2. Itemized one time and recurring costs (if any),
- 3. Risk assessment and mitigation solutions to evaluate, and
- 4. Proposed implementation schedule.

AMHS will perform a cost benefit analysis of each site. It will be the sole discretion of AMHS Project Director to implement a site. (*See Section 3.20 Contract Changes – Anticipated Amendments.*)

SEC. 3.03.2.C WAN System Management Dashboard

The Contractor shall provide an on-line AMHS WAN system monitoring and reporting dashboard viewable through a password secure website. Features will include:

- 1. Real-time monitoring of each vessel showing remote status, TX/RX throughput and latency.
- 2. Uptime by vessel and fleet, with parameters to view uptime over the last 24 hours, 7 days, 30 days, 365 days, or a user defined time period.
- 3. If multiple satellites are used, the report will show uptime by satellite and will include timestamps for disconnects and beam switches.
- 4. Data usage by vessel and fleet, with parameters to view; uptime over the last 24 hours, 7 days, 30 days, 365 days, or a user defined time period, both TX and RX usage. (If multiple satellites are used, both TX and RX usage by satellite), utilization by connectivity type per defined time period.
- 5. Average Latency over the last 24 hours, 7 days, 30 days, 365 days, or a user defined time period.
- 6. This toolset will be used for both troubleshooting and reporting. It is incumbent on the offeror to provide a robust monitoring and reporting solutions as data from this dashboard will be relied on for calculating availability and consequential damages.
- 7. These statistics will be available by circuit or connectivity method. For example, if the vessel switches from Ku band service on satellite X to ship to shore at port Y, the log should reflect that data.
- 8. All SLA reporting requirements, as reflected in Sec. 3.03.6.B – Maintenance & Support – SLA Reporting.

The cost for the WAN System Management Dashboard will be included in the Cost Proposal for Deliverable #3.03.6 – Maintenance & Support.

SEC. 3.03.3 VoIP Telephony Services

The Contractor shall provide VoIP telephony services to each vessel. For each location the Contractor shall provide at a minimum:

1. Bi-directional voice communication to and from the vessel.
2. Bi-directional voice communication will be available as near 24/7 as is feasible.
3. Bi-directional voice communication will be available any time WAN connectivity is available.
4. Voice traffic, if utilizing WAN services, will be prioritized and the QoS level must be stated. (See Sec. 3.03.5 Service Level Agreement for QoS.)
5. Two (2) handsets will be installed: one (1) in the wheel house and one (1) in the first aid room of each vessel. All cabling and jacks at these locations are existing.

The Offeror can propose either or both a VoIP equipment purchase or lease plan. The Offeror must state which plans they propose to use. Offerors must provide details within their proposal identifying make, model numbers and number of units of VoIP equipment they propose for the State to purchase or lease to the State for this project. Costs can only appear within the Cost Proposal.

Up to a total of 10 points will be awarded Offeror's who can meet or exceed the above Telephony Services Solution Options.

SEC. 3.03.4 Optional Solutions

Mobile Device Connectivity

AMHS is in the final phase of implementing the new CarRes Reservations System. One of the components of that system is the handheld ticket scanner. The goal of AMHS is for the Pursers to use the Motorola MC67 and MC75A Mobile System Interface Devices, purchased under the CarRes Reservation System contract, to transmit and receive boarding, ticketing, sales and other data in real-time at the terminal side of the ramp at each port for every vessel docking. This data will be communicated to and from the CarRes cloud hosted reservation system. This information is then used to develop the manifest for each vessel trip. Wireless data connectivity to the Internet is required for these transactions.

At the present time, none of the AMHS terminals have wireless infrastructure. At many terminal, locations the distance between the boarding ramp and the terminal building exceeds the functional range of standard wireless access points (WAP). Some of the terminals have adequate cellular data coverage, many do not. Some AMHS ports of call are unmanned and have no local communication infrastructure. In these instances the vessel WAN service is the only available method of data communication.

AMHS would like to hear from Offerors about potential solutions to this issue. Any solutions offered, must, at a minimum, provide connectivity for the areas identified as the "Required Coverage" and at a maximum provide for the areas identified as the "Desired Coverage", where shown on each terminal aerial photo. See Attachments #10 - 14 – Terminal Aerial Photos.

While AMHS is currently utilizing the Motorola devices mentioned above, solutions provided by Offerors must be hardware agnostic as additional and/or different client devices may be used in the future. Offerors shall provide WAN Mobile Device Connectivity pricing in their Cost Proposal. It is understood that, depending on the solutions proposed, specifics may be difficult to acquire without performing site surveys.

Offerors who provide a response to this optional deliverable will include a pricing line item in their site survey pricing to include hours and materials necessary to acquire survey information for this deliverable.

Offerors will use the below scenarios to provide solution design templates and pricing. Pricing will include all one-time costs as well as recurring costs, if any. Offerors will provide details within their proposal identifying make, model numbers and number of units required to make their WAN Mobile Device Connectivity solution work in each of the below terminal scenarios.

Scenario Terminal A

Terminal A has adequate cellular coverage is available for the required coverage areas.

Scenario Terminal B

Terminal B does not have adequate cellular coverage. The terminal is manned and has an AMHS facility present with local infrastructure to provide WAN service to the terminal facility.

Scenario Terminal C

Terminal C is unmanned. There is no cellular service available. There is no local infrastructure for WAN service.

The AMHS terminal locations are shown in Attachment #9, AMHS State Terminal Map and are listed below by latitude and longitude. (*See Section 3.20 Contract Changes – Anticipated Amendments.*)

Up to 20 points will be awarded Offeror's who can provide the above Mobile Device Connectivity Solution Option.

TERMINAL LOCATIONS USED BY AMHS BY LATITUDE & LONGITUDE						
TERMINAL NAMES	Akutan	Angoon ¹	Bellingham, Wash. ^{3, 4}	Chenega Bay	Chignik	Cold Bay
Latitude	54.133106	57.472906	48.721724	60.06416	56.295981	55.207169
Longitude	165.777222	34.568119	122.512665	148.00876	158.402153	162.695639
TERMINAL NAMES	Cordova ^{1,2,4}	Dutch Harbor	False Pass	Gustavus ¹	Haines ^{1,2,4}	Homer ^{1,2,4}
Latitude	60.557179	53.903039	54.855703	58.392649	59.281216	59.601801
Longitude	145.75383	166.527817	163.407011	135.72886	135.462922	151.411364
TERMINAL NAMES	Hoonah ^{1,2,4}	Juneau ^{1,2,4} (Auke Bay)	Kake ¹	Ketchikan ^{1,2,4}	King Cove	Kodiak ⁴
Latitude	58.117293	58.382211	56.961061	55.354642	55.055771	57.78707
Longitude	135.456796	134.686831	133.921194	131.69355	162.323454	152.403197
TERMINAL NAMES	Metlakatla ¹ (Annette Bay)	Old Harbor	Ouzinkie	Pelican	Petersburg ^{1, 2,4}	Port Lions
Latitude	55.267684	57.199772	57.921253	57.959911	56.806953	57.861249
Longitude	131.5593	153.307239	152.500472	136.229881	132.975292	152.860319
TERMINAL NAMES	Prince Rupert, BC Canada ^{3,4}	Sand Point	Seldovia	Seward	Sitka ^{1,2,4}	Skagway ^{1,2,4}
Latitude	54.295369	55.33525	59.440657	60.118667	57.128551	59.449711
Longitude	130.352708	160.501467	151.718912	149.428537	135.380496	135.324364
TERMINAL NAMES	Tatitlek	Tenakee Springs ¹	Valdez ^{1,2,4}	Whittier ^{1,2,4}	Wrangell ^{1,2,4}	Yakutat
Latitude	60.860881	57.779473	61.1244	60.77608	56.474487	59.5488
Longitude	146.677006	135.219279	146.36338	148.68512	132.390594	139.73298
NOTE 1: AMHS owned facilities.						
NOTE 2: State owned terminal building at this location.						
NOTE 3: Unless noted otherwise, all locations are within Alaska.						
NOTE 4: Denotes a manned terminal.						
NOTE: Facilities not owned by the State will require approval to place any WAN equipment from that entity. The State will be responsible for obtaining that approval. Any required building &/or electrical permits will be the responsibility of the Successful Offeror.						

SEC. 3.03.5 Service Level Agreement

A Service-Level Agreement (SLA) is a contract between a network service provider and a customer that specifies in measurable terms the services the network service provider will furnish.

- A. Offeror's shall provide a SOLUTION response in their proposal to the six (6) SLA categories below, that are within the QoS Measurable Performance Requirements shown. **If the Offeror's response does not meet the minimum Measurable Performance Requirements shown below, they will be considered non-responsive.**

Category 1: Availability (99%*)

Category 2: Jitter or Wander (300ms maximum)

Category 3: Planned Outage(s) and unserviceable areas

Category 4: Packet Loss (**Maximum Packet Loss = 5%**)

Category 5: Latency Rate or Delay (**1000 ms maximum**)

Category 6: Consequential Damages for Unplanned Outage(s): If a circuit/service is interrupted for one minute or more, a credit shall be applied equal to the appropriate portion of the discounted monthly charges identified by the "Length of Interruption".

**For the purposes of the SLA "availability" refers to the percentage of time an acceptable service level is available to the site. Time within known outage zones due to terrestrial blockage or documented and accepted system limitations is not included in the calculation of availability for the purpose of Consequential Damages calculation. Known outage zones must be confirmed, documented and agreed to, during the implementation phase, by the AMHS Project Director or his/her designee.*

The Length of Interruption will be credited accordingly by the percentages below as "Consequential Damages" **as referenced in Section 3.18** of the RFP. Credits will apply only to the circuits that are interrupted, not to all circuits in all areas.

Length of Interruption:

- Less than one minute – no credit
- At least one minute, but less than one hour – 5% of monthly billing;
- At least 1 hour, but less than 2 hours – 10%
- At least 2 hours, but less than 3 hours - 15%
- At least 3 hours, but less than 4 hours - 20%
- At least 4 hours, but less than 5 hours - 25%
- At least 5 hours, but less than 6 hours - 30%
- At least 6 hours, but less than 7 hours - 35%
- At least 7 hours, but less than 8 hours - 40%
- At least 8 hours, but less than 9 hours - 45%
- At least 9 hours – 50%

Consequential Damages will be calculated, by the AMHS Project Director, based on the statistics of the monitoring system. These statistics will be adjusted based on known outage zones and planned outages. There may be circumstances where onboard connectivity is interrupted due to routing or

configuration problems that are not reflected in the monitoring system. For instance WAN connectivity is up between Offeror demarcation (demarcs) points, but the onboard security appliances cannot negotiate a VPN tunnel. These instances will be resolved on a case by case basis. Ideally the monitoring system will show end to end connectivity from both Offeror demarcs and SOA demarcs.

SEC. 3.03.6 Maintenance & Support

The State of Alaska requires the Offeror to propose a support program that meets the following parameters:

- A. 24/7 Service Hours:** While the maintenance and support program is in effect, the Contractor will provide the minimum service levels and timeline requirements as follows:
1. **Cooperation:** - The Contractor shall provide full, complete, and timely cooperation with the State and its associated partners including; Local Exchange Carriers (LECs), Incumbent Local Exchange Carriers (ILECs), governmental entities, etc., in cases of installation, operation, maintenance, and troubleshooting of their circuit provisioning.
 2. **Demarcation Point:** The Contractor must provide end-to-end connectivity and provide the State with any equipment necessary to facilitate connectivity into State owned equipment from their equipment, e.g. cabling, UPS, etc. SOA requires an Ethernet hand-off from the vendor at all demarcation points.
 3. **Scalability:** The Contractor must have infrastructure and technologies in place to increase/decrease bandwidth with minimal cost and resources within the usual and customary 45 day change request window everywhere across the State network. In addition to raw bandwidth, compression and caching technologies to provide provable throughput improvements are acceptable.
 4. **Security:** The Contractor must isolate and secure all packets traversing their facilities and third party facilities through the use of physical and logical means that meets or exceeds the appropriate Federal Information Processing Standards. <http://csrc.nist.gov/groups/STM/cmvp/standards.html>.
 5. **Change Management:** Any proposed change(s) or outages must be documented in the State's ticketing system, current Service Desk Management (SDM) software system. Contractor must open a trouble ticket in the State's USD system and manage the change through the SOA Change Control Board (CCB).
 6. **Help Desk Single Point-of-Contact:** The Contractor must provide the State with a single point-of-contact for all questions, requests, and incidents associated with delivery of bandwidth over the Contractor's circuits and system configuration issues, as per the requirements of the RFP. The ability to provide remote support for at least two (2) widely separated vessels simultaneously is highly desirable. The Offeror's proposal must identify the location where the 24/7, 365 manned support and service center (help desk) proposed will be located under this contract. ***The Offeror's proposal must include a U.S. toll free HelpDesk number and a HelpDesk email address and webpage.***

7. Preventive Maintenance: Provide scheduled PM Plans, by vessel, for all equipment maintained under the SLA, including a detailed maintenance checklist. Indicate the frequency the PM work must be accomplished based upon the type of equipment. Conduct the PM per the PM plan.
 8. Repairs Dispatch: The ability to timely dispatch trained and experienced long haul technicians and system engineers to AMHS vessel(s) to effect repairs and provide parts, within the parameters of the SLA. **Due to the shorter travel distance and the Alaska Time Zone, Offerors who can provide for the dispatch of trained and experienced technicians from within the State of Alaska will automatically be awarded 25 points.** If Alaska based technicians are offered in the proposal of the Successful Offeror, such will become part of the contract language. Travel is paid per Section 3.25 General Specifications. The hourly rate for technicians and system engineers shall be provided in the Cost Proposal. (See Sec. 3.15 Contract Personnel.)
 9. Management & Control: Network segment management and control.
 10. Outage Notification: E-mail notification shall be provided prior to any scheduled outages, or as soon as possible before or after anticipated or actual outages due to weather or emergency maintenance;
 11. Software & Firmware Upgrades: Access to, and license for, any software and firmware upgrades, updates and patches.
- B. SLA Reporting:** The Contractor will be required to assemble and create monthly reports for the AMHS Project Director, by the 15th of each month, on the performance of all circuits to meet performance and operational requirements as specified in SLA measurements above. It is recommended that these reports be incorporated into the system management dashboard. At a minimum, monthly reports must include the following:
1. Availability/Reliability: Availability chart showing circuit availability. This will include planned outages and unserviceable areas as well as unplanned outages.
 2. Jitter or Wander: Measurement.
 3. Bandwidth: Capacity and overall usage of each circuit.
 4. Latency or Delay: Measurement.
 5. Packet Loss: Measurement.
 6. Consequential Damages for Unplanned Outages: Number of incidents by category.

SEC. 3.03.7 VSAT/WAN System Design Solutions

Provide a complete Long Haul Circuits System Design Solution for each vessel, which will go to the AMHS Project Director for review and approval by the State OIT Project Director. The complete system design will include all pertinent SOA and vendor equipment (shore and vessel, internal and external), all pertinent equipment to provide connectivity from each vessel to the SOA NOC via the vendor's infrastructure. A clear demarcation point both on the vessel and at the SOA NOC will be determined. Failover between Anchorage and Juneau SOA NOC is highly desirable.

The System Design Solutions shall identify the type(s), models(s) and prices of the equipment necessary for the operation of the circuit(s) on each vessel. (See Section 3.20 Contract Changes – Anticipated Amendments.)

SEC. 3.03.8 Long Haul Circuit Equipment Purchase & Installation

Contractor shall purchase and install on each vessel, as part of the implementation phase, all necessary long haul circuit equipment, based upon the approved System Design Solution plan for that vessel. The hourly rate for this work will be stated in the Cost Proposal. Some of the installation work may be required to be performed by the shipyard when the vessel is in for scheduled overhaul work. (See Section 3.20 Contract Changes – Anticipated Amendments, for process to follow.) See link to AMHS Operating Plan Version 18.3 (Oct. 2017 – June 2018) http://www.dot.state.ak.us/amhs/doc/reports/op_plan.pdf.

SEC. 3.03.9 System Acceptance Testing

Provide complete dockside and enroute system acceptance testing per vessel. This will include the identification and mapping of all terrain blockage zones for each vessel along all routes, for each satellite used. AMHS recognizes that not all routes will have terrain blockages. The AMHS Project Director must approve the System Acceptance Testing results for each vessel before they are final.

Offeror's must state in their Cost Proposal, the number of hours that will be required to conduct the System Acceptance Testing and Terrain Blockage Mapping. The Monthly Long Haul Circuits Service Charges for each vessel will not begin until all Systems Acceptance Testing has been completed and approved in writing by the AMHS Project Director.

SEC. 3.03.10 Technical Training Plan

The Contractor shall provide a proposed Technical Training Plan with their proposal identifying which AMHS staff need to be trained and what training they require to ensure the optimal operation of the WAN services system to be implemented and supported by the Successful Offeror. AMHS and the Contractor will collaborate on the final plan. It will be the responsibility of the Contractor to provide the in-person training. It will be the responsibility of AMHS to provide locations and trainees.

The Successful Offeror shall provide in-person technical training for AMHS staff regarding basic equipment operation, trouble shooting, and maintenance for all equipment associated with the system. The Successful Offeror will perform all trouble shooting and maintenance per the SLA, although this does not preclude the Successful Offeror from requesting assistance from the AMHS onboard staff or shoreside staff. All training will be held at the Ketchikan, AK headquarters, unless otherwise stated in the contract. The Successful Offeror shall provide training manuals and on-line access for web based training.

SEC. 3.03.11 Scheduled Life-Cycle Equipment Replacement

Provide a scheduled equipment life-cycle replacements plan, by vessel, and perform the equipment life-cycle replacement work on each vessel, per the plan. Some of the replacement/installation work may be required to be performed by the shipyard when the vessel is in for scheduled overhaul work. The hourly rate for this work will be stated in the Cost Proposal. (See Section 3.20 Contract Changes – Anticipated Amendments.)

CONTRACT INFORMATION

SEC. 3.04 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately June 1, 2018 to June 30, 2020, with four (4) one-year optional renewal periods. Optional renewals are at the sole discretion of the State to exercise.

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. 3.05 CONTRACT TYPE

This contract is a firm fixed price contract, with some hourly rates.

SEC. 3.06 PROPOSED PAYMENT PROCEDURES

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

SEC. 3.07 CONTRACT PRICE ADJUSTMENTS

The contract pricing will remain firm through the first term of the contract. Contractors must request price adjustments, in writing, 30 days prior to the renewal date. If a contractor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the State receives their written request.

Prices offered for equipment and/or service in response to this RFP will remain firm through the first term of the contract.

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, Anchorage, AK Area.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average July through December 2017 and each July through December six month average thereafter. The percentage difference between those two CPI issues will be the price adjustment rate.

Should the CPI contract price adjustment percentage for any future term of the contract result in a price exceeding the price originally quoted in the Successful Offeror's Cost Proposal, only the greater price adjustment percentage shall prevail for that term of the contract.

No retroactive contract price adjustments will be allowed.

SEC. 3.08 PROMPT PAYMENT FOR STATE PURCHASES

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

SEC. 3.09 CONTRACT PAYMENT

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

For service calls, only after the contractor receives confirmation of a purchase order shall charges be incurred. Service calls may be scheduled ahead of time or emergency calls requiring prompt response may be requested.

In the event the service is required after hours or on the weekend, the State will issue a written Notice to Proceed to the Contractor via email authorizing the work. A Purchase Order (PO) will follow as soon as is practicable with a copy of the NTP email authorizing the work attached to the PO.

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

SEC. 3.10 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed upon AMHS vessels is at Ketchikan, Alaska and the offeror's location. Service calls for system repairs will require work to be performed while the vessels are docked at one of their many ports of call in Alaska (see route link in Section 2.01).

The state will provide workspace for the contractor on each vessel, if any installation and testing is required. Otherwise, the contractor must provide its own workspace.

The contractor must identify in their proposal, the location(s) that workers will be dispatched from, for any required service calls to the vessels.

The contractor should include in their Cost Proposal: transportation, lodging, and per diem costs sufficient to pay for one (1) person(s) to make up to four (4) trip(s) to Ketchikan, Alaska, one (1) trip to Seward, Alaska, and one trip to Bellingham, Washington. The trips to Seward and Bellingham may not be required, but need to be priced in the Offeror's proposal. The cost of the trips in the Offeror's Cost Proposal are only for the purpose of awarding the cost points shown in Section 5.09 Contract Cost. Travel to other locations will not be required.

See Section 3.24 – General Specifications – Travel Reimbursement.

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. 3.11 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. 3.12 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. 3.13 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. 3.14 F.O.B. POINT

All goods purchased through this contract will be F.O.B. final destination, Ketchikan, Alaska, unless specifically stated otherwise. Title passes to the State for each item at F.O.B. destinations.

SEC. 3.15 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. 3.16 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. 3.17 CONSEQUENTIAL DAMAGES

The State will include Consequential Damages in this contract to assure the continuous delivery of service. For the purposes of this RFP and the contract awarded, the State has set the rate of Consequential Damages at a percentage of the monthly billing rate for the affected vessel(s). This amount is based on the length of interruption of connection/service as specified in Section 3.03.5 of this RFP and measured/documented via the performance monitoring system provided by the Successful Offeror's. The Successful Offeror shall provide a Detailed Outage Report (DOR) and Restoration Record Report (RRR) to the AMHS Project Director on every outage.

The Successful Offeror will be excused from the Consequential Damages hereunder if an interruption (outage) is the result of acts of God, acts of governmental officials or agencies, natural disasters, terrains blockage during the operation of an AMHS vessel, or any other cause beyond the control of the Successful Offeror. The excused outage is only allowable during the period of time affected by such documented outage. To be excused from Consequential Damages for terrain blockage, the Successful Offeror must have mapped the terrain blockage zone under RFP Section 3.03.9 System Acceptance Testing.

SEC. 3.18 VESSEL ADDITIONS AND OR DELETIONS

The State reserves the right to add AMHS vessels to this contract, over and above those listed in this RFP, or delete vessels listed in this RFP from participation in this contract as the State operations and funding may dictate. Any addition of a vessel(s) will be at the current contract price and will be accomplished through a contract amendment. Any deletion of a vessel(s) from this contract will also require a contract amendment.

SEC. 3.19 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. 3.20 CONTRACT CHANGES – ANTICIPATED AMENDMENTS

Should the AMHS Project Director determine that it is necessary to implement any Priority #2 and/or Priority #3 Terminal Sites under Deliverable #3.03.2.B WAN Services – Secondary WAN Connectivity, the Contractor must provide a detailed quote for each such implementation to the AMHS Project Director. If approved by the AMHS Project Director, the Procurement Officer will then issue a contract amendment to authorize the expenditure. The cost for the equipment purchase and installation cannot exceed the quote provided by the Contractor. This will not preclude the State from purchasing any such equipment at a lesser price on any existing contract available to it, for installation by the Contractor. The implementation costs for these priority #2 and/or #3 terminal sites will not exceed \$150,000.

Under Section 3.03.4 – Optional Solutions - Mobile Device Connectivity, the AMHS Project Director shall approve which terminal locations Site Surveys shall be conducted at and local area WAN equipment and circuits shall be installed at. Upon request of the AMHS Project Director, the Successful Offeror shall submit quotes for the cost of each Site Survey and for the equipment and circuits required to implement the local area WAN at each approved terminal location. If approved by the AMHS Project Director, the Procurement Officer will then issue a contract amendment to authorize the expenditure. The cost for the equipment purchase and installation cannot exceed the quote provided by the Contractor. This will not preclude the State from purchasing any such equipment at a lesser price on any existing contract available to it, for installation by the Contractor. The purchase and installation by the Contractor of this additional equipment will not exceed \$200,000.

The approved System Design Solutions from Deliverable #3.03.7 will require the purchase of the equipment necessary for the operation of the long haul circuits, per Section 3.30.8 – Long Haul Circuit Equipment Purchase & Installation. The Contractor must provide a quote for such equipment purchase and installation, by vessel, to the AMHS Project Director. If approved by the AMHS Project Director, the Procurement Officer will then issue a contract amendment to authorize the expenditure. The cost for the equipment purchase and installation cannot exceed the quote provided by the Contractor. This will not preclude the State from purchasing any such equipment at a lesser price on any existing contract available to it, for installation by the Contractor. The purchase and installation of this equipment for the new Alaska Class ferries, the M/V Tazlina and M/V Hubbard will not exceed \$200,000. The purchase and installation of any necessary additional equipment for the remainder of the AMHS fleet will not exceed \$500,000.

It is anticipated that as existing VSAT equipment reaches its lifespan, that it will require replacement, per Section 3.03.11 – Scheduled Life-Cycle Equipment Replacement. That replacement can be performed under this contract as an Anticipated Amendment. The Contractor must provide a quote for such equipment purchase and installation to the AMHS Project Director. If approved by the AMHS Project Director, the Procurement Officer will then issue a contract amendment to authorize the expenditure. The cost for the equipment purchase and installation cannot exceed the quote provided by the Contractor. This will not preclude the State from purchasing any such equipment at a lesser price on any existing contract available to it, for installation by the Contractor. The purchase and installation, by the Contractor, of this replacement equipment will not exceed \$1,000,000.

SEC. 3.21 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access

by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. “Reasonable care” means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

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

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor’s receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SEC. 3.22 INSURANCE REQUIREMENTS

The Successful Offeror shall provide proof of workers' compensation insurance after the Notice of Intent to Award is issued and prior to contract approval. The policy must waive subrogation against the State.

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.

The Certificate Holder must show as: State of Alaska, Department of Transportation & Public Facilities, P.O. Box 112500, Juneau, AK 99811-2500.

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. 3.23 TERMINATION FOR DEFAULT

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

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, in Attachment #5 – Standard Agreement Form (Example).

SEC. 3.24 GENERAL SPECIFICATIONS**Licenses**

The successful offeror will be responsible for obtaining and maintaining any licenses or certificates required for work under this contract.

Notice-to-Proceed

The AMHS Project Director will issue sequentially numbered Notices-to Proceed (NTP) for all work under this contract. The Contractor shall not perform services or incur billable expenses except as authorized by an NTP.

Contract Amendments

Should an NTP require a contract amendment, that contract amendment must be processed thorough the DOT&PF Statewide Procurement, Procurement Officer. The Successful Contractor will not commence additional work under that NTP until the Project Director, or designee, has secured a written contract amendment, approved by the DOT&PF Statewide Procurement, Procurement Officer.

Travel Reimbursement

The State will reimburse the successful offeror for travel per the following criteria:

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

Any travel must comply to the greatest extent possible with the following State of Alaska Travel policies: <http://doa.alaska.gov/dof/manuals/aam/resource/60t.pdf>

Monthly Invoices

The monthly billing shall estimate the percent of the services that are complete to date, for that period of performance of the contract. The State reserves the right to request copies of payment documents.

Each invoice must:

- Reference the Contractor name,
- Reference the Contract number,
- Itemize the contract services provided by Deliverable Task #,
- Identify the AMHS Vessel or location for which the hardware, software or service is provided,
- Include the Contractor's signed certification that the amount invoiced is for the services described in the Section 3.03 Deliverables during the period invoiced.

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, email address and telephone number of the person the state should contact regarding the proposal.

Offerors must provide comprehensive narrative statements that illustrate the organization of the project team.

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.

Costs and hourly rates must only be shown in the Cost Proposal.

Offerors must provide three (3) reference names, email addresses and phone numbers for similar projects the offeror's firm has completed.

SEC. 4.07 MAINTENANCE AND SUPPORT

Offerors must provide comprehensive narrative statements that set out how their Maintenance and Support Plan will meet the requirements of the RFP.

SEC. 4.08 PERFORMANCE CRITERIA

Offerors must provide comprehensive narrative statements that set out how their SLA will meet the Performance Criteria requirements of the RFP.

SEC. 4.09 WAN SERVICES – MINIMUM & SOLUTIONS REQUIREMENTS

Offerors must provide comprehensive narrative statements that set out how their proposal meets the WAN requirements of the RFP.

SEC 4.10 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. 4.11 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 (5%)

Proposals will be evaluated against the questions set out below:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 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 can meet it?

SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (5%)

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 (5%)

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 (8 %)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

- a) Do the individuals assigned to the project have implementation, system design, installation and operational 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) Has the firm demonstrated implementation, system design and installation experience in completing similar projects on time and within budget? Has the firm documented this in their proposal?
- b) How successful is the general history of the firm regarding the successful operation of similar projects? Has the firm documented their success in their proposal? Has the firm provided letters of reference from previous clients?
- c) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?
- d) Has the firm provided the Organizational Chart per Section 4.06 Experience and Qualifications?

SEC. 5.05 MAINTENANCE AND SUPPORT (8.5%)

Proposals will be evaluated against the questions set out below:

- 1) Per Deliverable 3.03.6.A, how well do the support time constraints meet the needs of AMHS?
- 2) Per Deliverable 3.03.6.A.3, how well does the proposed solution allow for efficient and effective scalability?
- 3) Per Deliverable 3.03.2.C & 3.03.6.B, how well does the reporting and management solution provide user friendly access to the required information?
- 4) Per Deliverable 3.03.6.A.5, to what extent the does the offeror provide an effective change management system?
- 5) Per 3.03.6.A.8, does the offeror provide trained and experienced Alaska based technicians? **If so, award 25 points.**
- 6) Per 3.03.6.A.11, does the proposed methodology for software and firmware upgrades integrate well with SOA methodologies?
- 7) Per Deliverable 3.03.9, how well does the proposed method of identifying and documenting known blockage zones lend itself to the use of the information?

SEC. 5.06 TRAINING (3%)

Proposals will be evaluated against the questions set out below:

- 1) How well does the Technical Training Plan under Deliverable 3.03.10 address the needs of AMHS personnel?

SEC. 5.07 PERFORMANCE CRITERIA (10 %)

Proposals will be evaluated against the questions set out below:

- 1) Under Deliverable #3.03.2.C – WAN System Management Dashboard, is their plan reasonable and how much experience does the Offeror have in successfully providing a web-based System Management Dashboard?
- 2) Under Deliverable 3.03.5 -Service Level Agreement – Category 1, what is the degree of Availability/Reliability of the systems you propose as measured in percentage?
- 3) Under Deliverable 3.03.5 -Service Level Agreement – Category 2, what is the Jitter or Wander of the systems you propose as measured in milliseconds?
- 4) Under Deliverable 3.03.5 -Service Level Agreement – Category 4, what is the maximum Packet Loss of the systems you propose as measured in percentage?
- 5) Under Deliverable 3.03.5 -Service Level Agreement – Category 5, what is the maximum Latency or Delay of the systems you propose as measured in milliseconds?

SEC. 5.08 WAN SERVICES – MINIMUM & SOLUTION REQUIREMENTS (15.5%)

Proposals will be evaluated against the questions set out below:

- 1) Per Deliverable 3.03.1.A, has the Offeror adequately met the requirements for two (2) methods of scalable WAN connectivity to each vessel with different redundant pathways utilizing different technologies? Is the redundant system proposed available 24/7?
- 2) Per Deliverable 3.03.1.L, is a scheduled routine maintenance service window provided for at no less than 60 continuous minutes in a 24 hour period?
- 3) Per Deliverable 3.03.1.M, does the proposal meet the Minimum Service Window Bandwidth and Minimum Service Window Bandwidth requirements by vessel? Is the bandwidth required per Sec. 3.03.1.J available 99% of the time?
- 4) Per Deliverable 3.03.2.A.2, if VSAT is proposed, is automatic beam switching provided for in the Offeror's proposal?
- 5) If per Deliverable 3.03.2.A.3, VSAT is proposed, does the Offeror's proposal include a letter of commitment from an Alaska Earth Station Teleport facility to provide primary satellite service to the Offeror? **If so, award 50 Points.**
Or, if the Offeror states in their proposal that they can provide the primary Alaska Earth Station Teleport facility, award 50 Points.

- 6) Per Deliverable 3.03.2.A.4, does the Offeror's proposal include a letter of commitment from the secondary Earth Station Teleport facility provider? **If so, award 5 Points.**
- 7) Per Deliverable 3.03.1.E, how well does the back-haul from the Offeror's Network Operations Center (NOC) to the SOA NOC accommodate simultaneous maximum traffic to and from each vessel/location?
- 8) Per Deliverables 3.03.1.F & 3.03.6.A.3, in the Offeror's proposal, how well does the network capacity growth contingencies provide scalability for future bandwidth increases and vessel additions?
- 9) Per Deliverable 3.03.6.A.6, does the Offeror's proposal provide for a 24/7, 365 manned support and service center (Help Desk)?
- 10) Per Deliverable 3.03.1.H, does the Offeror's proposal include an out of band management and support system? Has the Offeror stated the type of system to be provided?
- 11) Per Deliverable 3.03.1.J, does the Offeror's proposal include an Implementation Plan and schedule? If so, does it appear reasonable?
- 12) Per Deliverable 3.03.3 VoIP Telephony Services, how well do they meet the requirements stated and how much experience does the Offeror have?
- 13) If the Offeror's proposal provides for Deliverable 3.03.4 Optional Mobile Device Connectivity, is their plan reasonable and how much experience does the Offeror have?
- 14) Has the offeror gone beyond the minimum tasks necessary to meet the objectives on the RFP?

SEC. 5.09 CONTRACT COST (30 %)

Overall, **30%** 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 6.15.

SEC. 5.10 ALASKA OFFEROR PREFERENCE (10%)

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror. *The Offeror must state in their proposal whether they qualify for the Alaska Offeror's Preference.*

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.

Prior to the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute. **It is the responsibility of the Offeror to provide the evidence required above.**

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 will make site inspections at the state's expense.

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 conference room 325 on the third floor of the DOT&PF Headquarters Building in Juneau, Alaska.

If the contract negotiations take place in Juneau, Alaska, the offeror will be responsible for their travel and per diem expenses.

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or

- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

the state may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal selected for award.

SEC. 6.10 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

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

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SEC. 6.11 APPLICATION OF PREFERENCES

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

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

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

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

Sec. 6.12 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all

members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and

- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Statement

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

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

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

SEC. 6.13 ALASKA VETERAN PREFERENCE

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

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

Alaska Veteran Preference Statement

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

SEC. 6.14 ALASKA OFFEROR PREFERENCE

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

SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS

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

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

SEC. 6.16 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES**(a) FORMULA USED TO CONVERT COST TO POINTS****STEP 1**

List all proposal prices, adjusted where appropriate by the application of applicable preferences claimed by the offeror.

Offeror #1	\$40,000
Offeror #2	\$42,750
Offeror #3	\$47,500

STEP 2

In this example, the RFP allotted 40% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 40 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 40 points.

Offeror #2 receives 37.4 points.

\$40,000 lowest cost x 40 maximum points for cost = 1,600,000 ÷ \$42,750 cost of Offeror #2's proposal = 37.4

Offeror #3 receives 33.7 points.

\$40,000 lowest cost x 40 maximum points for cost = 1,600,000 ÷ \$47,500 cost of Offeror #3's proposal = 33.7

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

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

100 Total Points Available in RFP x 10% Alaska offerors preference = 10 Points for the Preference

STEP 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska offerors preference. For the purpose of this example, presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offerors Preference	10 points
Offeror #3	80 points	Alaska Offerors Preference	10 points

STEP 3

Add the applicable Alaska offerors preference amounts to the offeror's scores:

Offeror #1	83 points	
Offeror #2	84 points	(74 points + 10 points)
Offeror #3	90 points	(80 points + 10 points)

STEP 4

Offeror #3 is the highest scoring offeror and would get the award, provided their proposal is responsible and responsive.

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The Successful Offeror will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). This form is included as Attachment #5 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 of Attachment #5 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.

SEC. 7.14 SUITABLE MATERIALS

Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

SEC 7.15 CONSUMER ELECTRICAL PRODUCT

AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor & Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

SEC. 7.16 COMPATIBILITY

Contractors will be required to assist the State in determining the compatibility of their devices with other contracted devices. At the State's request, contractors will be required to demonstrate their equipment's claimed compatibility. Compatibility of offered devices will not be a criterion for award of the bid. However, it will be a factor in the hardware selection process from subsequent contracts resulting from this RFP. Successful bidders/contractors are required, on request by the State, to provide all published data pertinent to the offered devices' compatibility with other peripheral devices.

SEC. 7.17 INTENDED USE

Except to the extent the State relies on representations made by the vendor, the State of Alaska agrees, with respect to the machines and programming, to accept responsibility for (1) their selection to achieve the State's intended results, (2) their use, and (3) the results obtained therefrom.

SEC. 7.18 ASSOCIATED COSTS

Prices submitted must include all costs associated with shipping, packing and delivery to the specified FOB point, as well as any costs necessary to provide training, guarantee/warranty service, operating manual, and operating software and documentation specified in the RFP.

SEC. 7.19 CONTINUING OBLIGATION OF CONTRACTOR

Notwithstanding the expiration date of a contract resulting from this RFP, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

SEC. 7.20 RISK OF LOSS OR DAMAGE

During the period on-order machines are in transit or in possession of the State, up to, and including the date of installation, as specified by the RFP, or up to, and including the date of acceptance as specified by the State (pursuant to an Acceptance Test) if applicable, contractor and its insurers, if any, relieve the State of responsibility for all risk of loss of, or damage to, the machines except for loss or damage caused by nuclear reaction, nuclear radiation or radioactive contamination for which the State is legally liable. Thereafter, all risk of loss of, or damage to, such machines shall be on the State, except as described in, "WARRANTIES" below.

SEC. 7.21 CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY

Contractor shall be liable for damages arising out of injury to persons and/or damage to the real or tangible personal property before or after acceptance, delivery, installation and use of the equipment either at the contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the contractor or defect of the equipment. Contractor shall not be liable for damages arising out of, or caused by, alterations to the equipment (other than alterations performed or caused by contractor's officers, employees or agents); attachments made by the State; damages to said alterations or attachments that may result from the normal operation and maintenance of contractor's equipment, or for losses occasioned by the State's fault or negligence. Nothing in this contract shall limit the contractor's direct liability, if any, to third parties and employees of the State for any remedy which may exist under law in the event a defect in the manufacture of the equipment, or the negligent acts or omissions of contractor, its officers, employees, or agents, is the cause of injury to such person.

SEC. 7.22 LIMITATION OF REMEDIES

Contractor's liability for damages to the State for any cause shall be limited to the greater of \$100,000 or the purchase price of the specified equipment which caused the damage or that is the subject matter of, or is directly related to, the cause of action. The forgoing limitation of liability will not apply to the payment of costs, damages, and attorney's fees referred to in the section, "PATENTS AND COPYRIGHTS" above, or to claims for

personal injury or damage to real property or tangible personal property caused by the contractor's negligence or defect of equipment. Contractors will not be liable to the State for any lost profits, lost savings or incidental damages or other consequential damages sustained by the State, except as provided in AS 45.02.719.

SEC. 7.23 WARRANTIES

Contractor warrants that the equipment, when installed, will be in good working order and will conform to the contractor's official published specifications and the technical specifications of the RFP. Manufacturer's standard warranty provisions for the purchased equipment to the extent that they are not inconsistent with the terms of these Contractual Provisions, shall apply beginning on the date of installation. Maintenance charges, if applicable, shall not begin until the date of expiration of the warranty period. The use of the equipment will be under the State's exclusive management and control. The State agrees that the contractor will not be liable for any damages caused by the State's failure to fulfill State responsibilities or by the State's negligence.

SEC. 7.24 GENERAL

The State certifies that it is purchasing this equipment for its own use and not for remarketing, and will not assign the on-order equipment to any party other than the contractor or contractor's affiliate without written consent of the contractor, which shall not be unreasonably withheld. The State reserves the right to sign any agreement which is deemed to be beneficial to the State. The State's RFP, the contractor's response, and the resulting Contract Award will be the complete and exclusive statement of the agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communication between the parties relating to the subject matter hereof.

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

- 1) Proposal Evaluation Form
- 2) Proposal Checklist
- 3) Cost Proposal
- 4) Notice of Intent to Award (Example)
- 5) Standard Agreement Form - Appendix A (Example)
- 6) Appendix B1 Insurance (Example)
- 7) Fleet WAN High Level Topology
- 8) M/V Columbia Network Drawings (A-C)
- 9) AMHS State Terminal Map
- 10) Terminal Aerial Photos – Akutan – False Pass
- 11) Terminal Aerial Photos – Gustavus - Haines
- 12) Terminal Aerial Photos – Homer - Kodiak
- 13) Terminal Aerial Photos – Metlakatla – Seldovia
- 14) Terminal Aerial Photos – Seward - Yakutat

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: **2518S032**

EVALUATION CRITERIA AND SCORING

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

5.01 UNDERSTANDING OF THE PROJECT—5 Percent

Maximum Point Value for this Section - 50 Points

1000 Points x 5 Percent = 50 Points

Proposals will be evaluated against the questions set out below.

- 1) How well 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—5 Percent

Maximum Point Value for this Section - 50 Points

1000 Points x 5 Percent = 50 Points

Proposals will be evaluated against the questions set out below.

- 1) How 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—5 Percent**Maximum Point Value for this Section - 50 Points****1000 Points x 5 Percent = 50 Points****Proposals will be evaluated against the questions set out below.**

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

NOTES: _____

- 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—8 Percent

Maximum Point Value for this Section - 80 Points

1000 Points x 8 Percent = 80 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 implementation, system design, installation and operational 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 implementation, system design and installation experience in completing similar projects on time and within budget? Has the firm documented it in their proposal?

NOTES: _____

b) How successful is the general history of the firm regarding the successful operation of similar projects? Has the firm documented their success in their proposal?

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: _____

- e) Has the firm provided the Organizational Chart per Section 4.06 Experience and Qualifications?

NOTES: _____

EVALUATOR'S POINT TOTAL FOR 5.04: _____

5.05 MAINTENANCE AND SUPPORT – 8.5 Percent

Maximum Point Value for this Section - 85 Points

1000 Points x 8.5 Percent = 85 Points

Proposals will be evaluated against the questions set out below.

- 1) Per Deliverable 3.03.6.A, how well do the support time constraints meet the needs of AMHS?

(Up to 10 Points will be awarded.)

NOTES: _____

- 2) Per Deliverable 3.03.6.A.3, how well does the proposed solution allow for efficient scalability?
(Up to 10 Points will be awarded.)

NOTES: _____

- 3) Per Deliverable 3.03.2.C & 3.03.6.B, how well does the reporting and management solution provide user friendly access to the required information? (Up to 10 Points will be awarded.)

NOTES: _____

- 4) Per Deliverable 3.03.6.A.5, to what extent does the offeror provide an effective change management system? (Up to 10 Points will be awarded.)

NOTES: _____

- 5) Per Deliverable 3.03.6.A.8, does the Offeror provide trained and experienced Alaska based technicians?
If so, award 25 points.

NOTES: _____

- 6) Per 3.03.6.A.11, does the proposed methodology for software and firmware upgrades integrate well with the SOA methodologies? (Up to 10 Points will be awarded.)

NOTE: _____

- 7) Per Deliverable 3.03.9, how well does the proposed method of identifying and documenting known blockage zones lend itself to the use of the information? (Up to 10 Points will be awarded.)

NOTE: _____

EVALUATOR'S POINT TOTAL FOR 5.05: _____

5.06 TRAINING – 3%**Maximum Point Value for this Section - 30 Points****1000 Points x 3 Percent = 30 Points****Proposals will be evaluated against the questions set out below.**

- 3) How well does the Technical Training Plan under Deliverable 3.03.10 address the needs of AMHS personnel?

NOTES: _____

EVALUATOR'S POINT TOTAL FOR 5.06: _____

5.07 PERFORMANCE CRITERIA – 10 Percent**Maximum Point Value for this Section - 100 Points****1000 Points x 10 Percent = 100 Points****Proposals will be evaluated against the questions set out below.**

- 1) Under Deliverable #3.03.2.C – WAN System Management Dashboard, is their plan reasonable and how much experience does the Offeror have in successfully providing a web-based System Management Dashboard? (Up to 20 Points will be awarded.)

NOTES: _____

- 2) Under Deliverable #3.03.5 -Service Level Agreement – Category 1, what is the degree of Availability/Reliability of the systems you propose as measured in percentage? (Up to 20 Points will be awarded.)

NOTES: _____

- 3) Under Deliverable #3.03.5 -Service Level Agreement – Category 2, what is the Jitter or Wander of the systems you propose as measured in milliseconds? (Up to 20 Points will be awarded.)

NOTES: _____

- 4) Under Deliverable #3.03.5 -Service Level Agreement – Category 4, what is the maximum Packet Loss of the systems you propose as measured in percentage? (Up to 20 Points will be awarded.)

NOTES: _____

- 5) Under Deliverable #3.03.5 -Service Level Agreement – Category 5, what is the maximum Latency or Delay of the systems you propose as measured in milliseconds? (Up to 20 Points will be awarded.)

NOTES: _____

EVALUATOR'S POINT TOTAL FOR 5.07: _____

5.08 WAN SERVICES – MINIMUM & SOLUTION REQUIREMENTS – 15.5 Percent

Maximum Point Value for this Section — 155 Points

1000 Points x 15.5 PERCENT = 155 Points

Proposals will be evaluated against the questions set out below.

- 1) Per Deliverable #3.03.1.A, has the Offeror adequately met the requirements for two (2) methods of scalable WAN connectivity to each vessel with different redundant pathways utilizing different technologies? Is the redundant system proposed available 24/7? (Up to 20 Points will be awarded.)

NOTES: _____

- 2) Per Deliverable 3.03.1.L, is a scheduled routine maintenance service window provided for at no less than 60 continuous minutes in a 24 hour period? (Up to 5 Points will be awarded.)

NOTES: _____

- 3) Per Deliverable 3.03.1.M, does the proposal meet the Minimum Service Window Bandwidth and Minimum Service Window Bandwidth requirements by vessel? Is the bandwidth required per Sec. 3.03.1.J available 99% of the time? (Up to 5 Points will be awarded.)

NOTES: _____

- 4) Per Deliverable 3.03.2.A.2, if VSAT is proposed, is automatic beam switching provided for in the Offeror's proposal? (Up to 5 Points will be awarded.)

NOTES: _____

- 5) If, per Deliverable 3.03.2.A.3, VSAT is proposed, does the Offeror's proposal include a letter of commitment from an Alaska Earth Station Teleport facility to provide primary satellite service to the Offeror? **If so, award 50 Points.**
Or, if the Offeror states in their proposal that they can provide the primary Alaska Earth Station Teleport facility, award 50 Points.

NOTES: : _____

-
- 6) Per Deliverable 3.03.2.A.4, does the Offeror's proposal include a letter of commitment from the secondary Earth Station Teleport facility provider? **If so, award 5 Points.**

NOTES: _____

-
- 7) Per Deliverable 3.03.1.E, does the back-haul from the Offeror's Network Operations Center (NOC) to the SOA NOC accommodate simultaneous maximum traffic to and from each vessel/location? (Up to 5 Points will be awarded.)

NOTES: _____

-
- 8) Per Deliverables 3.03.1.F & 3.03.6.A.3, in the Offeror's proposal, do the network capacity growth contingencies provide scalability for future bandwidth increases and vessel additions? (Up to 5 Points will be awarded.)

NOTES: _____

-
- 9) Per Deliverable 3.03.6.A.6, does the Offeror's proposal provide for a 24/7, 365 manned support and service center (Help Desk)? (Up to 5 Points will be awarded.)

NOTES: _____

-
- 10) Per Deliverable 3.03.1.H, does the Offeror's proposal include an out of band management and support system? Has the Offeror stated the type of system to be provided? (Up to 5 Points will be awarded.)

NOTES: _____

-
- 11) Per Deliverable 3.03.1.J, does the Offeror's proposal include an Implementation Plan and schedule? If so, does it appear reasonable? (Up to 5 Points will be awarded.)

NOTES: _____

- 12) Per Deliverable 3.03.3 VoIP Telephony Services, how well do they meet the requirements stated and how much experience does the Offeror have? (Up to 10 Points will be awarded.)

NOTES: _____

- 13) If the Offeror's proposal provides for Deliverable 3.03.4 Optional Mobile Device Connectivity, is their plan reasonable and how much experience does the Offeror have? (Up to 20 Points will be awarded.)

NOTES: _____

- 14) Has the offeror gone beyond the minimum tasks necessary to meet the objectives on the RFP? (Up to 10 Points will be awarded.)

NOTES: _____

EVALUATOR'S POINT TOTAL FOR 5.08: _____

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

5.09 CONTRACT COST — 30 PERCENT**Maximum Point Value for this Section — 300 Points****1000 Points x 30 PERCENT = 300 Points**

Overall, a minimum of **30** percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under **SECTION 6.11**.

Converting Cost to Points

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

5.07 ALASKA OFFEROR PREFERENCE – 10 Percent**Point Value for his Section — 100 Points****1000 Points x 10 Percent = 100 Points**

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