

# STATE OF ALASKA REQUEST FOR PROPOSALS



## MAINTENANCE AND SUPPORT SERVICES FOR KING AIR 350I, SN FL-815 RFP 2018-1200-3979

ISSUED June 12, 2018

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ISSUED BY:  
Department of Public Safety  
Division of Alaska Wildlife Troopers,  
Aircraft Section  
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### OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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## **SECTION 1. INTRODUCTION & INSTRUCTIONS**

### **SEC. 1.01 PURPOSE OF THE RFP**

The Department of Public Safety (DPS), Division of Alaska Wildlife Troopers, Aircraft Section, is soliciting proposals for maintenance and support services for DPS King Air 350i aircraft, bearing serial number FL-815; a more detailed description including scope of work is provided in Section 3.

### **SEC. 1.02 BUDGET**

The Department of Public Safety, Division of Alaska Wildlife Troopers, Aircraft Section, estimates a budget of between **\$500,000** and **\$1,365,000** dollars for completion of this project. Proposals priced at more than **\$1,365,000** will be considered non-responsive.

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 1:30 p.m. prevailing Alaska Time on July 3, 2018. Oral, faxed or emailed 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:

- The offeror shall provide evidence that the person(s) performing the service work on the aircraft shall have the appropriate Federal Aviation Administration licenses and certification in accordance with the code of Federal Regulations.
- The offeror shall have at least five years of prior experience in performing King Air 300 series maintenance and support services.
- The offeror shall provide documentation to support the Federal licensing and repair authorizations to support the maintenance and services work performed.
- Offeror shall be a Beechcraft or Textron Aviation authorized King Air Service Center and Warranty Facility.

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

### **SEC. 1.05 REQUIRED REVIEW**

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

**SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS**

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Offerors directing questions to the AWT Aircraft Supervisor and other AWT Aircraft personnel will be directed to contact the Procurement Officer.

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: Benhur Kothapalley; e-mail: [benhur.kothapalley@alaska.gov](mailto:benhur.kothapalley@alaska.gov) Phone 907.269.0599

**SEC. 1.07 RETURN INSTRUCTIONS**

Offerors must submit four hard copy of their proposal, in writing, to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) may be hand delivered, or U.S. mail or any delivery service to the address as follows:

**Department of Public Safety**  
**Division of Administrative Services**  
**Attention:**

Request for Proposal (RFP) Number: **2018-1200-3979**

**RFP Title:** Maintenance and support services for  
DPS King Air 350i aircraft, bearing serial number FL-815

4805 Dr. Martin Luther King Jr. Avenue  
Anchorage, AK 99507

Proposals must be received no later than the bid closing deadline as mentioned in SECTION 1.03. Oral proposals, faxed, or emailed proposals are not acceptable.

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

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

**SEC. 1.08 PROPOSAL CONTENTS**

The following information must be included in all proposals.

**(a) AUTHORIZED SIGNATURE**

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

**(b) OFFEROR'S CERTIFICATION**

By signature on the proposal, offerors certify that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- G. that the offers will remain open and valid for at least 90 days; and
- H. that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

**(c) VENDOR TAX ID**

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

**(d) CONFLICT OF INTEREST**

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner of the Department of Public Safety 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**

***Bid Bond***

***Performance Bond***

***Surety Deposit***

**SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY**

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

**SEC. 1.10 AMENDMENTS TO PROPOSALS**

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

**SEC. 1.11 AMENDMENTS TO THE RFP**

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice web site.

**SEC. 1.12 RFP SCHEDULE**

The RFP schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted by the same number of days.

- Issue RFP **June 12, 2018**.
- Pre-proposal conference on **June 20, 2018**.
- Deadline for Receipt of Proposals **July 3, 2018 no later than 1:30 P.M. Alaska Time**.
- Proposal Evaluation Committee complete evaluation the period of **July 9-17, 2018**.
- State of Alaska issues Notice of Intent to Award a Contract **July 19, 2018**.
- Contract start **August 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 Public Safety, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

**SEC. 1.13 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at **10:00 a.m.**, Alaska Time, on **Wednesday, June 20, 2018** in the Aircraft Section Building conference room located at 4825 Aircraft Drive, Anchorage, AK 99502. Offerors can also join by teleconference.

To join by teleconference dial: **800.315.6338, passcode 75896#**.

The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to

prospective offerors as soon as possible after the meeting. Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

#### **SEC. 1.14 ALTERNATE PROPOSALS**

Offerors may only submit one proposal for evaluation.

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

#### **SEC. 1.15 NEWS RELEASES**

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



**SECTION 2. BACKGROUND INFORMATION****SEC. 2.01 BACKGROUND INFORMATION**

The King Air 350i bearing serial number FL-815, has been owned by the Department of Public Safety (DPS), Alaska Wildlife Troopers, Aircraft Section for approximately 6 years. The aircraft is used to transport large number of passengers and equipment, strategic missions including high risk prisoner moves, Special Emergency Reaction Team deployment, rapid law enforcement response, spring flood river watches and fisheries patrol. The aircraft is also used for law enforcement personnel and VIP transport as needed.

**SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION****SEC. 3.01 SCOPE OF WORK**

The Department of Public Safety (DPS), Division of Alaska Wildlife Troopers, Aircraft Section, is soliciting proposals for maintenance and support services for DPS King Air 350i aircraft, bearing serial number FL-815.

DPS operates a Hawker Beechcraft King Air 350i aircraft, U.S. Registration #: N1867, SN: FL-815. The aircraft utilizes the CAMP system record tracking and requires scheduled Phase Inspection after 200 hours, 400 hours, 600 hours, and 800 hours of operation, along with Pratt and Whitney engine inspections up to and including (Hot Sections and R&R for Overhauls), all applicable Mandatory and Recommended Service Bulleting and Airworthiness Directives. DPS requires a Hawker Beechcraft King Air 300 series approved repair facility that can provide these scheduled maintenance jobs on the State's time table.

All required engine work shall be accomplished by an authorized Pratt and Whitney PT6A-60A series engine mechanic. Successful offeror shall have an authorized Pratt and Whitney engine mechanic either on staff, or readily available, to conduct the scheduled maintenance on this aircraft's engines during the scheduled Phase Card Inspection maintenance of the airframe.

Unless otherwise specified, successful offeror shall provide all repairs, components, fittings, and associated parts to complete "normal" scheduled maintenance. However, the State reserves the right to provide parts and to have those parts overhauled at shops other than offeror's, as long as those parts meet manufacturer's specifications or FAA regulations.

Maintenance facilities shall be FAA approved for work on the Beechcraft King Air 300 series and shall possess FAA certificates for this type work.

This aircraft shall be returned to an airworthy condition as specified by the manufacturer's maintenance schedule, and in accordance with FAA regulations. The aircraft must be certified, in writing, for return to service/airworthiness by the successful offeror.

The price for scheduled maintenance shall include labor and all parts required for normal Phase Inspections. These checks shall be scheduled around the State's timetable and aircraft availability. Time is of the essence to ensure the State's aircraft downtime is minimized.

The offeror shall provide selectable options for comprehensive maintenance and support services of the following:

- Labor for scheduled inspections, maintenance and component removals.
- Parts for scheduled inspections, maintenance and component removable.
- Labor for unscheduled inspections, maintenance and component removals.
- Parts for unscheduled inspections, maintenance and component removable.
- Service bulletin coverage.
- Airworthiness Directives.
- A written discrepancy list must be reviewed and approved by DPS prior to any corrective action work being performed.

**SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE**

The contract term and work schedule set out herein represent the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be from the date of award, approximately August 1, 2018, through July 31, 2019 with four, one year renewal options at the State discretion.

- Issue RFP **June 12, 2018**.
- Pre-proposal conference on **June 20, 2018**.
- Deadline for Receipt of Proposals **July 3, 2018 no later than 1:30 P.M. Alaska Time**.
- Proposal Evaluation Committee complete evaluation the period of **July 9-17, 2018**.
- State of Alaska issues Notice of Intent to Award a Contract **July 19, 2018**.
- Contract start **August 1, 2018**.

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

**SEC. 3.03 DELIVERABLES**

The offeror shall be required to provide the following deliverables:

**A. COMPONENTS AND CONSUMABLES COVERAGE**

- i. The exchange of components and the supply of related parts and/or consumables as further defined below associated with the aircraft and other parts, components and systems which are installed on the aircraft with respect to the aircraft in the original configuration in which it was delivered into service by HBC to the State of Alaska, and as subsequently modified by HBC service bulletins, which includes modifications or installations by Supplemental Type Certification (STC.) or other similar actions.
- ii. Avionics parts and components, as applicable, and/or services will be administered and provided directly to the Owner by the respective manufacturer, and or qualified contractors.
- iii. MedAire parts and components, as applicable, and/or services will be administered and provided directly to the Owner by MedAire.
- iv. Kits or components as defined by the service bulletin required to install all HBC mandatory service bulletins.

- v. Kits or components as defined by the service bulletin required to install all HBC recommended service bulletins if selected by the State of Alaska.
- vi. Replacement components for HBC mandatory and recommended service bulletins installed on the Aircraft.
- vii. Replacement components for any of those optional service bulletins issued by HBC that are purchased and installed on the aircraft at the Owner's expense.
- viii. Compliance with applicable Airworthiness Directives.
- ix. A written discrepancy list must be reviewed and approved by DPS prior to any corrective action work being performed. The DPS Aircraft Section must approve all parts purchased by the contractor.

**B. COMPREHENSIVE SCHEDULED AND UNSCHEDULED MAINTENANCE LABOR COVERAGE**

- i. Flat-rate charges for labor to accomplish work such as, but not limited to, gaining access to, inspecting, checking, or reassembly accomplished by the service facility for all scheduled inspections with intervals of 200 hours or 12 months or greater as listed in the aircraft maintenance schedule.
- ii. Flat-rate charges for labor to accomplish work such as, but not limited to, gaining access to, inspecting, checking, or reassembly accomplished by the service facility for all scheduled maintenance with requirement periods of less than those periods stated in section i, above as listed in the aircraft maintenance schedule and unscheduled inspection requirements.
- iii. Flat-rate charges for troubleshooting labor accomplished by the service facility, as the case may be, for all unscheduled maintenance requirements, unless otherwise directed by HBC and agreed upon by the owner.
- iv. Labor required to replace components for HBC mandatory and the State of Alaska approved recommended service bulletins installed on the aircraft.
- v. Labor as defined by the service bulletin required to install all HBC mandatory service bulletins.
- vi. Labor as defined by the service bulletin required to install all HBC and the State of Alaska approved recommended service bulletins.
- vii. Labor required to replace such components for any of those optional service bulletins issued by HBC that are purchased and installed on the aircraft at the Owner's expense.

**C. PROPELLER COVERAGE**

- i. Propellers and related consumables required for scheduled propeller removals, inspection and or overhaul, if applicable.

**D. ENGINE COVERAGE**

- i Engine and related consumables required for scheduled engine inspection, removal and or overhaul if applicable.

**E. AVIONICS COVERAGE**

- i. Avionics and related consumables required for scheduled and unscheduled component removal as provided by the respective avionics manufacturer.

**F. MEDAIRE COVERAGE**

- i. Medical kits and services as provided directly by MedAire.

**G. AIRCRAFT OPERATION**

- i. During the term of this Agreement, the Owner will operate and maintain the aircraft in accordance with the Beechcraft Corporation Airplane Flight Manual, operating manuals, the applicable maintenance and repair manuals, applicable mandatory and recommended service bulletins, and any other written instructions issued by HBC and its suppliers as amended from time to time. The Owner will also comply with all the applicable requirements of appropriate Airworthiness Authorities, and/or with generally accepted practices currently followed in the general aviation industry.

**SEC. 3.04 CONTRACT TYPE**

This contract is a service, labor and parts contract.

**SEC. 3.05 PROPOSED PAYMENT PROCEDURES**

The state will make payment based on maintenance and services received.

**SEC. 3.06 PROMPT PAYMENT FOR STATE PURCHASES - NOT APPLICABLE**

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

**SEC. 3.07 CONTRACT PAYMENT**

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

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

### **SEC. 3.08 LOCATION OF WORK**

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for two person(s) to make two trip(s) to Anchorage, Alaska. If travel to other locations is required, the travel cost will be set at current federal government travel rates.

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

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

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

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

### **SEC. 3.09 THIRD-PARTY SERVICE PROVIDERS - NOT APPLICABLE**

The contractor must provide, on an annual basis, a Type 2 Statement on Standards for Attestation Engagements (SSAE) SOC 1, SOC 2, OR SOC 3 report(s). Failure to provide this reports may be treated as a material breach and may be a basis for a finding of default.

### **SEC. 3.10 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. 3.11 JOINT VENTURES**

Joint ventures will not be allowed.

### **SEC. 3.12 RIGHT TO INSPECT PLACE OF BUSINESS**

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance. At the States option, representative(s) of DPS Aircraft Section may be present during work and services performed under this contract.

### **SEC. 3.13 F.O.B. POINT**

All goods purchased through this contract will be F.O.B. final destination at 4825 Aircraft Drive, Anchorage, AK 99502. Unless specifically stated otherwise, all prices offered must include the delivery costs to the location of the aircraft.

### **SEC. 3.14 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. 3.15 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. 3.16 LIQUIDATED DAMAGES**

The state will include liquidated damages in this contract to assure its timely completion. The amount of actual damages will be difficult to determine. For the purposes of this contract the state has set the rate of liquidated damages at **\$1,213.99** per day. This amount is based on the following calculations:

DPS King Air aircraft is projected to operate 500 hours per calendar year. (365 days per calendar year).

500 hours / 365 days = 0.73 hours the King Air is operated per calendar day.

State of Alaska DPS King Air operating cost / billing rate is \$1,663.00 per hour (rate used for RSA / Federal billing purposes. Updated quarterly by DPS finance based on fuel data provided by the DPS aircraft section).

$\$1,663.00 \times 0.73 = \$1,213.99$  a day.

If the contractor fails to proactively pursue completion of the project in a good faith manner, the State will begin to collect liquidated damages on the first day after the State has notified the contractor they are considered to have failed to act in a timely manner to complete the project. Liquidated damages will continue to accumulate on a daily basis until the contractor provides the required maintenance and or service to place the aircraft in an airworthy, complete and flyable service condition.

### **SEC. 3.17 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 Public Safety or the Commissioner's designee.

### **SEC. 3.18 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. 3.19 INSURANCE REQUIREMENTS**

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

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

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

### **SEC. 3.20 TERMINATION FOR DEFAULT**

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

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

**SECTION 4. PROPOSAL FORMAT AND CONTENT****SEC. 4.01 PROPOSAL FORMAT AND CONTENT**

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

**SEC. 4.02 INTRODUCTION**

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

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

**SEC. 4.03 UNDERSTANDING OF THE PROJECT**

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

**SEC. 4.04 METHODOLOGY USED FOR THE PROJECT**

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

**SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT**

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

**SEC. 4.06 EXPERIENCE AND QUALIFICATIONS**

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

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

On request by the State of Alaska, 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.
- Resumes, certifications, and licensing location(s) where work will normally be performed.

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

#### **SEC. 4.07 COST PROPOSAL**

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, and direct expenses.

#### **SEC. 4.08 EVALUATION CRITERIA**

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

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

**SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**  
**THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100**

**SEC. 5.01 UNDERSTANDING OF THE PROJECT (20%)**

**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 their ability to meet it?
- 5) Did the offerors narrative provide the thorough understanding of the scope of work in Section 3.01.

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

**Proposals will be evaluated against the questions set out below:**

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) 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 (10%)**

**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 (10%)**

**Proposals will be evaluated against the questions set out below:**

***1) Questions regarding the personnel:***

- a) Do the individuals assigned to the project have experience on similar projects?
- b) Are resumes, certifications, and licensing complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- c) How extensive is the applicable education and experience of the personnel designated to work on the project?

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

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided letters of reference from previous clients?
- d) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

#### **SEC. 5.05 CONTRACT COST (40%)**

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.11.

##### **Converting Cost to Points**

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

#### **SEC. 5.06 ALASKA OFFEROR PREFERENCE (10%)**

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

## **SECTION 6. GENERAL PROCESS INFORMATION**

### **SEC. 6.01 INFORMAL DEBRIEFING**

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

### **SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES**

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

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

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

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

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

**SEC. 6.03 SITE INSPECTION**

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

**SEC. 6.04 CLARIFICATION OF OFFERS**

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

**SEC. 6.05 DISCUSSIONS WITH OFFERORS**

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

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

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

**SEC. 6.06 EVALUATION OF PROPOSALS**

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

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

**SEC. 6.07 CONTRACT NEGOTIATION**

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to

provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the Aircraft Section Building conference room located at 4825 Aircraft Drive, Anchorage, AK 99502

If the contract negotiations take place in Anchorage, Alaska, the offeror will be responsible for their own 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.**

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

**Offeror #3 receives 33.7 points.**

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

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

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

100 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)
<b>Offeror #3</b>	<b>90 points</b>	<b>(80 points + 10 points)</b>

**STEP 4**

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

## **SECTION 7. GENERAL LEGAL INFORMATION**

### **SEC. 7.01 STANDARD CONTRACT PROVISIONS**

The contractor will be required to sign and submit the State's Standard Contract Form for Goods and Non-Professional Services (form scf.doc/Appendix A). This form is attached in **SECTION 8.**

**EXHIBITS** for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

### **SEC. 7.02 PROPOSAL AS A PART OF THE CONTRACT**

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

### **SEC. 7.03 ADDITIONAL TERMS AND CONDITIONS**

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

### **SEC. 7.04 HUMAN TRAFFICKING**

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

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

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

### **SEC. 7.05 RIGHT OF REJECTION**

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

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

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;

- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

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

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

#### **SEC. 7.06 STATE NOT RESPONSIBLE FOR PREPARATION COSTS**

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

#### **SEC. 7.07 DISCLOSURE OF PROPOSAL CONTENTS**

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

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

#### **SEC. 7.08 ASSIGNMENT**

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

#### **SEC. 7.09 DISPUTES**

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

#### **SEC. 7.10 SEVERABILITY**

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

**SEC. 7.11 SUPPLEMENTAL TERMS AND CONDITIONS**

Proposals must comply with **SEC. 7.05 RIGHT OF REJECTION**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

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

**SEC. 7.12 CONTRACT INVALIDATION**

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

**SEC. 7.13 SOLICITATION ADVERTISING**

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

**SECTION 8. ATTACHMENTS****SEC. 8.01 ATTACHMENTS****Attachments:**

- 1) Proposal Evaluation Form
- 2) Standard Agreement Form – Goods and Non-Professional Services - Appendix A
- 3) Appendix B1
- 4) Notice of Intent to Award
- 5) Cost Proposal

**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: 2018-1200-3979

**EVALUATION CRITERIA AND SCORING**

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

**5.01 Understanding of the Project—20 Percent**

**Maximum Point Value for this Section - 20 Points**

**100 Points x 20 Percent = 20 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 their ability to meet it?

NOTES:

- 5) Did the offerors narrative provide the thorough understanding of the scope of work in Section 3.01?

NOTES:

**EVALUATOR'S POINT TOTAL FOR 5.01:** \_\_\_\_\_

**5.02 Methodology Used for the Project—10 Percent**

**Maximum Point Value for this Section - 10 Points**

**100 Points x 10 Percent = 10 Points**

**Proposals will be evaluated against the questions set out below.**

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

NOTES:

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

NOTES:

- 3) 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—10 Percent**

**Maximum Point Value for this Section - 10 Points**

**100 Points x 10 Percent = 10 Points**

**Proposals will be evaluated against the questions set out below.**

- 1) How 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—10 Percent****Maximum Point Value for this Section - 10 Points****100 Points x 10 Percent = 10 Points****Proposals will be evaluated against the questions set out below.****1) Questions regarding the personnel.**

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

NOTES:

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

NOTES:

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

NOTES:

**2) Questions regarding the firm.**

- a) Has the firm demonstrated experience in completing similar projects on time and within budget?

NOTES:

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

NOTES:

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

NOTES:

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

NOTES:

**EVALUATOR'S POINT TOTAL FOR 5.04:** \_\_\_\_\_

**EVALUATOR'S COMBINED POINT TOTAL FOR**

**ALL EVALUATED SECTIONS:** \_\_\_\_\_

**5.05 Contract Cost — 40 PERCENT****Maximum Point Value for this Section — 40 Points****100 Points x 40 PERCENT = 40 Points**

Overall, a minimum of 40 percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under **SECTION 6.11**.

**Converting Cost to Points**

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

**5.06 Alaska Offeror Preference — 10 Percent****Point Value for this Section — 10 Points****100 Points x 10 Percent = 10 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.