

STATE OF ALASKA

REQUEST FOR PROPOSALS



ALASKA INTERNATIONAL AIRPORT SYSTEM TERMINAL GROUND ACCESS PLANS RFP: 2519H056

ISSUED: MAY 3, 2019

The State of Alaska, Department of Transportation and Public Facilities, Alaska International Airport System, is seeking a contractor to provide the professional consultation services necessary to develop Airport Terminal Ground Access transportation plans for the Ted Stevens Anchorage International (ANC) and Fairbanks International Airports (FAI).

Issued By	Primary Contact
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Department of Transportation and Public Facilities	tom.mayer@alaska.gov
Statewide Contracting and Procurement	907-465-8855

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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SECTION ONE INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The State of Alaska, Department of Transportation and Public Facilities (DOT&PF), Alaska International Airport System (AIAS), is seeking a contractor to provide the professional consultation services necessary to develop Airport Terminal Ground Access transportation plans for the Ted Stevens Anchorage International (ANC) and Fairbanks International Airports (FAI).

SEC. 1.02 BUDGET

Department of Transportation and Public Facilities, Division of Alaska International Airport System, estimates a budget of between \$200,000 and \$400,000 dollars for completion of this project. Proposals priced at more than \$400,000 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 2:00 prevailing Alaska Time on May 29, 2019.

Faxed, Emailed, and Oral proposals are not acceptable.

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

SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive, offerors must meet or exceed the following minimum prior experience requirement:

1. Offerors must provide verifiable evidence confirming the offeror has completed at least two similar projects in the past five years.

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

OFFEROR RESPONSE: Offerors must submit written narrative(s) statements that confirm the offeror meets or exceeds the required minimum experience as described above.

SEC. 1.05 REQUIRED REVIEW

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

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

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

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

SEC. 1.07 RETURN INSTRUCTIONS

Per Section 1.03, Faxed, Emailed, and Oral proposals are not acceptable for this project.

OFFERORS RESPONSE: Offerors **must submit one original and one copy of all documents** associated with the technical proposal in writing, to the procurement officer in a sealed package. In addition, **the technical proposal must** also be provided in an electronic format such as a thumb-drive or CD.

OFFERORS RESPONSE: Offerors **must also submit one Attachment E, Cost Proposal Form in a separate sealed envelope**. No portion of the cost proposal shall be included with the technical proposal. The cost proposal submitted with the package must be sealed separately from the rest of the proposal and must be clearly identified. In addition, **Attachment E, Cost Proposal must** also be provided in an electronic format such as a thumb-drive or CD.

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

Department of Transportation and Public Facilities
Statewide Contracting and Procurement
Attention: Tom Mayer
Request for Proposal (RFP) Number: 2519H056
RFP Title: Terminal Grounds Access Plans

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 350
JUNEAU, AK 99801**

Faxed, emailed, and oral 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 Transportation and Public Facilities reserves the right to **consider a proposal non-responsive and reject it or** cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

(e) FEDERAL REQUIREMENTS

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

(f) BID BOND - PERFORMANCE BOND - SURETY DEPOSIT

Not applicable to this project.

OFFERORS RESPONSE: Offerors must submit written narrative(s) that addresses the above requirements.

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 | May 3, 2019 |
| • Pre-proposal conference on, | May 13, 2019 |
| • Deadline for Receipt of Proposals | May 29, 2019, |
| • Proposal Evaluation Committee complete evaluation by | June 7, 2019, |
| • State of Alaska issues Notice of Intent to Award a Contract | June 10, 2019, |
| • State of Alaska issues contract | June 20, 2019, |
| • Contract start | June 21, 2019 |

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Transportation and Public Facilities, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.13 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held from 9:00am to 11:00am, Alaska Time, on May 13, 2019 in the Administrative Services conference room on the third floor of the Headquarters building in Juneau, Alaska. Offerors may participate in person or telephonically. Those choosing to participate telephonically should dial into the teleconference at 1-872-240-3412 and use access code 616-234-253.

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 TWO BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The demand for ground transportation, as measured by passenger activity at the ANC and FAI airports has increased more than forecasted in the existing airport master plans and may continue to do so many years into the future.

When the passenger activity forecast was created in 2010, the anticipated increase at both airports was about 1% average annual passenger traffic growth. However, between 2010 through 2018, the ANC and FAI airports have experienced average annual passenger traffic growth of approximately 2% and 3% respectively. This has resulted in a level of passenger activity that was not forecasted until 2023 for ANC and 2028 for FAI. Current Industry-wide projections through 2037 anticipate an annual passenger traffic growth rate of approximately 2.4%.

When Transportation Network Companies (TNC), such as Uber and Lyft entered the Alaska market in 2017, the impacts to the international airports were unknown. The rates established for TNC's by the AIAS were primarily based on analysis and comparisons with other airports with a goal of helping to offset an expected decrease in revenue and the potential for additional unanticipated costs resulting from unplanned infrastructure changes.

The ground transportation analysis in the current airport master plans do not include TNC activity, are limited in ground transportation scope, and do not provide recent ground transportation activity data.

Airport staff have received passenger and ground transportation provider complaints about rules enforcement, curb space, service standards and provider availability.

SECTION THREE SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

In general, the DOT&PF, AIAS, is seeking a contractor to provide professional consultation services related to airport ground transportation and terminal planning.

Specifically, the Department is seeking consultative services and assistance with the development and establishment of airport terminal ground transportation plans at both the ANC and FAI airports.

At each airport, the contractor shall:

1. Accurately estimate and categorize current ground transportation and vehicle parking capacity, activity, demand, and user profiles and make recommendations on continuous activity monitoring techniques and technologies.
2. Complete a full inventory of all ground transportation, parking facilities, providers, and programs.
3. Compare the existing conditions at the ANC and FAI with the ground transportation plans at five similar US airports.
4. Develop a forecast of future activity, by year, out to calendar year 2035 based on a projection of 1.5% annual passenger growth. This forecast must include and describe contractor assumptions of overall transportation industry changes that are included within the forecast.
5. Conduct a community outreach program to include;
 - a. A ground transportation survey in both the Fairbanks and Anchorage communities;
 - b. The establishment of a community-based project advisory committee for each airport, to include representatives from ground transportation providers;
 - c. Close coordination with each community's local governments to ensure community goals and airport goals are synergistic.
6. Conduct an analysis of the current use of the facilities and determine if uses should, or could, be reconfigured or relocated to better or more efficiently meet the needs of each airport in the next three years (example, tour company vehicle staging related to passenger and baggage handling).
7. Develop projections related to the anticipated needs at each facility to meet the anticipated calendar year 2035 demand.
8. Develop and establish airport ground transportation objectives and strategies for:
 - a. Protecting and enhancing customer service, to include Americans with Disabilities Act (ADA) compliance;
 - b. Provider management, to include ensuring adequate provider availability;
 - c. Curbside traffic flow and airport terminal parking, to include safety and security considerations;
 - d. Any likely new entrants into the Alaska transportation market that may impact or disrupt these strategies in the next 10 years.
9. Provide recommendations on maximizing current and future airport revenue, to include specific rates and fees recommendations. This analysis must include examples and comparisons of the fees charged to ground transportation providers at five comparable airports.
10. Provide recommendations on policy, regulation, contract language, and enforcement tactics to include contract negotiation tactics, terms, conditions, and language for contracts with TNC's.

In addition to the above, the contract must also interview various staff in state agencies to include international airport planners, engineers, and leasing specialists.

The state will also provide other helpful informational material to the contractor such as, airport passenger activity data, master plans, and standard contracts.

The overall goal of this project is to provide a comprehensive ground transportation plan to meet current and future needs at the ANC and FAI passenger terminals.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately June 15, 2019, for approximately 180 days until completion, approximately December 16, 2019.

However, the state reserves the right to request additional services at the hourly rates offered in response to this RFP. If additional services are required, the state will provide a scope of work to the contractor and the contractor shall provide a detailed quote based on the hourly rate offered. If the quote is acceptable to the state, a contract amendment may be issued by the procurement office.

The approximate contract schedule is as follows:

1. First contractor work period: June 15, 2019 to September 30, 2019: At the end of this work period, the contractor shall submit draft Ground Access Plans for each airport to the State Project Director by October 1, 2019.
2. State draft review work period: October 2, 2019 through October 16, 2019: At the end of this work period, the State Project Director shall provide comments to the contractor on the draft document produced for each airport by October 17, 2019.
3. Second contractor work period: October 17, 2019 through December 16, 2019: At the end of this work period, the contract shall submit the final Ground Access Plans for each airport to the State Project Director.

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 TASKS AND DELIVERABLES

TASKS: This project has two tasks as defined below:

Task One: Complete the services and analysis required to develop and deliver a Terminal Ground Access Plan that is specific to the Ted Stevens Anchorage International Airport.

Task Two: Complete the services and analysis required to develop and deliver a Terminal Ground Access Plan that is specific to the Fairbanks International Airport.

DELIVERABLES: The contractor will be required to provide two individual airport terminal ground access transportation plans. One for the Ted Stevens Anchorage International and one for the Fairbanks International Airports. Please see **Section 3.01, Scope of Work** for additional information. Each plan must consist of at least the following elements:

1. Current conditions
 - a. Infrastructure inventory
 - b. Activity and demand estimates
 - c. Provider service levels
 - d. Comparisons to similar US airports
2. Activity forecast

3. Community outreach
 - a. Survey results
 - b. Public meeting comments
4. Infrastructure and use assessment
 - a. One to three-year
 - b. Calendar year 2035
5. Recommendations and alternatives
 - a. Ground transportation strategies and objectives
 - b. Revenue generation
 - c. Policy, contracts, regulations, and enforcement

SEC. 3.04 CONTRACT TYPE

This contract is a Firm, Fixed Price contract.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

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

SEC. 3.06 PROMPT PAYMENT FOR STATE PURCHASES

Not used for this project.

SEC. 3.07 COMPENSATION, INVOICING, AND CONTRACT PAYMENT

COMPENSATION:

TASK ONE AND TASK TWO: The contractor shall be compensated the lump sum amount offered in response to this RFP for the completion of Task One and Task Two as defined in this RFP upon acceptance of the deliverable by the State Project Director.

Upon completion of each deliverable and upon acceptance of the deliverable by the Project Director, the contractor shall submit an invoice to the Project Director for approval. Each invoice must include the contract number, project title, deliverable number, and description.

HOURLY SERVICES: If the state determines additional services are required, the state shall request a cost estimate from the contractor. Upon receipt of the cost estimate, if acceptable to the state, the state will issue a contract amendment to approve the requested hourly services.

When invoicing for approved hourly services, the contractor shall include separate lines on the invoice for each job class category. Each line shall include the offered hourly rate and the number of hours worked during the billing period.

In the event hourly services are requested by the state, a contract amendment shall be executed in advance of any approved additional work. The additional work shall be compensated at the hourly rates offered on

Attachment E, Cost Proposal.

No payment will be made until the deliverable has been accepted and the invoice has been approved by the Project Director.

Travel Reimbursement: Travel approved in advance by the Project Director shall be reimbursed based on actual costs and the following criteria:

- Airfare is limited to coach fare
- Lodging will be reimbursed per SOA travel policies
- Reimbursement for meals will not exceed \$60.00 per day for Alaska
- 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
- All travel costs must be shown as separate line items on invoices submitted to the state for payment

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

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

SEC. 3.08 LOCATION OF WORK

The locations the work is to be performed, completed and managed are Anchorage, Alaska and Fairbanks, Alaska.

It is anticipated that the contractor will need to travel to Anchorage and Fairbanks two times during the course of the intended contract. The contractor shall be reimbursed per the following:

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 to this project.

SEC. 3.10 SUBCONTRACTORS

Subcontractors will not be allowed.

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.

SEC. 3.13 F.O.B. POINT

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

SEC. 3.14 CONTRACT PERSONNEL

Any change of the project team members or subcontractors (if applicable) 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

Not applicable to this project.

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 Transportation and Public Facilities 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.).

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

Any information, discussions, or documents relating to current or future contracts or negotiations with airport tenants or ground transportation providers.

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, ATTACHMENTS**.

SECTION FOUR PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

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

SEC. 4.02 INTRODUCTION

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

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

SEC. 4.03 UNDERSTANDING OF THE PROJECT

OFFERORS RESPONSE: Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project, the scope of work, project schedule, and the tasks and deliverables as described in section three of this RFP.

SEC. 4.04 METHODOLOGY USED FOR THE PROJECT

OFFERORS RESPONSE: Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule. This should include a sufficiently detailed project work schedule demonstrating how the proposed methodology will ensure completion within the required time frame as described in section three of this RFP.

SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

OFFERORS RESPONSE: Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule as described in section three of this RFP.

SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

OFFERORS RESPONSE: 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 RESPONSE: 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, their title, resume, and the location where work will be performed.

OFFERORS RESPONSE: Offeror must provide at least three, but no more than five, reference names and phone numbers for similar projects the offerors firm has completed.

SEC. 4.07 COST PROPOSAL

OFFERORS RESPONSE: Offerors must submit **Attachment E, Cost Proposal**. The costs included on **Attachment E, Cost Proposal**, shall be all inclusive and must include, but are not limited to, labor, profit, direct and indirect expenses, supplies, insurance, fees, and overhead.

Attachment E, Cost Proposal contains three sections as described below:

Section One: Task One: Develop Terminal Ground Access Plan for the Ted Stevens Anchorage International Airport: This task has five components as seen below:

1. Current Condition Analysis
2. Activity Forecast
3. Community Outreach
4. Infrastructure and Use Assessment
5. Recommendations and Alternatives

For each Task, the Offeror must enter a lump sum cost to complete the services required to accomplish each component. The total lump sum for each component shall be added together to equal the total lump sum offered to complete each task.

Section Two: Task Two: Develop Terminal Ground Access Plan for the Fairbanks International Airport: This task has five components as seen below:

1. Current Condition Analysis
2. Activity Forecast
3. Community Outreach
4. Infrastructure and Use Assessment
5. Recommendations and Alternatives

For each Task, the Offeror must enter a lump sum cost to complete the services required to accomplish each component. The total lump sum for each component shall be added together to equal the total lump sum offered to complete each task.

Section Three: Hourly Rates for additional services: Offerors must provide an hourly rate to be charged for additional services as defined by the state but within the general scope of work intended for this project.

*The offered hourly rate is to be entered in Section Three of **Attachment E, Cost Proposal Form** and is not part of the evaluation process.* If additional services are requested, they shall be approved by the state through the issuance of a contract amendment by the Procurement Officer.

The total lump sum offered to complete Tasks One and Two shall be added together to equal the total evaluated amount offered.

A failure to submit Attachment E, Cost Proposal may result in the proposal being deemed non-responsive and the proposal may be rejected.

SEC. 4.08 EVALUATION CRITERIA

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

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

SECTION FIVE EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

SEC. 5.01 UNDERSTANDING OF THE PROJECT (8%)

Proposals will be evaluated against the questions set out below:

1. How well has the offeror demonstrated a thorough understanding of the project with respect to the following:
 - a. Purpose and scope? (20 points)
 - b. Deliverables? (20 points)
 - c. Time schedule? (20 points)
2. How well has the offeror identified pertinent issues and potential problems related to the project, especially with respect to two geographically separate studies with unique conditions and circumstances? (20 points)

SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (16%)

Proposals will be evaluated against the questions set out below:

1. How well does the methodology depict a logical approach to fulfilling the RFP with respect to the following:
 - a. Objectives? (80 points)
 - b. Time schedule? (30 points)
2. How well does the methodology provide for the unique conditions and circumstances of each study? (25 points)
3. Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP? (25 points)

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 the project requirements and offeror's methodology? (40 points)
2. Is the organization of the project team clear? (30 points)
3. How well is accountability completely and clearly defined? (15 points)
4. How well does the management plan illustrate the lines of authority and communication? (15 points)

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (16%)

Proposals will be evaluated against the questions set out below:

1. For individuals identified to work on the project, how relevant and extensive is the:
 - a. Previous experience on similar projects? (50 points)
 - b. General background in the industry? (25 points)
 - c. Education? (20 points)
2. To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract? (25 points)
3. Questions regarding the firm:
 - a. How well has the firm demonstrated experience in completing similar projects on time and within budget? (20 points)
 - b. Has the firm provided letters of reference from previous clients? (20 points)

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 SIX GENERAL PROCESS INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

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

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 6.03 SITE INSPECTION

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

SEC. 6.04 CLARIFICATION OF OFFERS

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

SEC. 6.05 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.06 EVALUATION OF PROPOSALS

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

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

SEC. 6.07 CONTRACT NEGOTIATION

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

OFFERORS RESPONSE: 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

OFFERORS RESPONSE: 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

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.

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

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 SEVEN GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

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

OFFERORS RESPONSE: Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

SEC. 7.02 PROPOSAL AS A PART OF THE CONTRACT

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

SEC. 7.03 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 7.04 HUMAN TRAFFICKING

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

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

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

SEC. 7.05 RIGHT OF REJECTION

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

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

Minor informalities that:

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

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

may be waived by the procurement officer.

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

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

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

SEC. 7.06 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 7.07 DISCLOSURE OF PROPOSAL CONTENTS

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

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

SEC. 7.08 ASSIGNMENT

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

SEC. 7.09 DISPUTES

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

SEC. 7.10 SEVERABILITY

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

SEC. 7.11 SUPPLEMENTAL TERMS AND CONDITIONS

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

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

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

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

SEC. 7.12 CONTRACT INVALIDATION

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

SEC. 7.13 SOLICITATION ADVERTISING

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

SECTION EIGHT ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachment A:	Proposal Evaluation Form
Attachment B:	Standard Agreement Form with Appendix A
Attachment C:	Appendix B1-insurance Requirements
Attachment D:	Notice of Intent to Award a Contract
Attachment E:	Cost Proposal
Attachment F:	Proposal Checklist