

STATE OF ALASKA REQUEST FOR PROPOSALS (RFP)



PT6A—114A PRATT & WHITNEY AIRCRAFT ENGINE OVERHAUL RFP 2020-1200-4399

ISSUED JANUARY 17, 2020

COMPLETE OVERHAUL OF PT6A—114A PRATT & WHITNEY AIRCRAFT ENGINE

SERIAL NUMBER PCE-17400 CESSNA CARAVAN (C-208) N1323Y

FOR THE DEPARTMENT OF PUBLIC SAFETY

ISSUED BY:

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF ADMINISTRATIVE SERVICES

PRIMARY CONTACT:

JACKIE LEA
PROCUREMENT OFFICER
JACQUELINE.LEA@ALASKA.GOV
907.269.7661

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.

TABLE OF CONTENTS

SECTION 1.	INTRODUCTION & INSTRUCTIONS	4
SEC. 1.01	PURPOSE OF THE RFP	4
SEC. 1.02	BUDGET	4
SEC. 1.03	DEADLINE FOR RECEIPT OF PROPOSALS	4
SEC. 1.04	PRIOR EXPERIENCE	4
SEC. 1.05	REQUIRED REVIEW	5
SEC. 1.06	QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS.....	5
SEC. 1.07	RETURN INSTRUCTIONS	5
SEC. 1.08	PROPOSAL CONTENTS	6
SEC. 1.09	ASSISTANCE TO OFFERORS WITH A DISABILITY	7
SEC. 1.10	AMENDMENTS TO PROPOSALS.....	7
SEC. 1.11	AMENDMENTS TO THE RFP.....	7
SEC. 1.12	RFP SCHEDULE	7
SEC. 1.13	PRE-PROPOSAL CONFERENCE – NOT APPLICABLE.....	8
SEC. 1.14	ALTERNATE PROPOSALS.....	8
SEC. 1.15	NEWS RELEASES.....	8
SECTION 2.	BACKGROUND INFORMATION	9
SEC. 2.01	BACKGROUND INFORMATION	9
SECTION 3.	SCOPE OF WORK & CONTRACT INFORMATION	10
SEC. 3.01	SCOPE OF WORK AND DELIVERABLES	10
SEC. 3.02	CONTRACT TERM AND WORK SCHEDULE	12
SEC. 3.03	CONTRACT TYPE.....	13
SEC. 3.04	PROPOSED PAYMENT PROCEDURES	13
SEC. 3.05	PROMPT PAYMENT FOR STATE PURCHASES	13
SEC. 3.06	CONTRACT PAYMENT	13
SEC. 3.07	LOCATION OF WORK.....	13
SEC. 3.08	THIRD-PARTY SERVICE PROVIDERS – NOT APPLICABLE.....	14
SEC. 3.09	SUBCONTRACTORS.....	14
SEC. 3.10	JOINT VENTURES	14
SEC. 3.11	RIGHT TO INSPECT PLACE OF BUSINESS	14
SEC. 3.12	F.O.B. POINT	14
SEC. 3.13	CONTRACT PERSONNEL	15
SEC. 3.14	INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	15
SEC. 3.15	LIQUIDATED DAMAGES.....	15
SEC. 3.16	CONTRACT CHANGES - UNANTICIPATED AMENDMENTS	16
SEC. 3.17	NONDISCLOSURE AND CONFIDENTIALITY	16
SEC. 3.18	INSURANCE REQUIREMENTS	17
SEC. 3.19	TERMINATION FOR DEFAULT	17
SECTION 4.	PROPOSAL FORMAT AND CONTENT	18
SEC. 4.01	PROPOSAL FORMAT AND CONTENT	18
SEC. 4.02	INTRODUCTION	18
SEC. 4.03	UNDERSTANDING OF THE PROJECT	18
SEC. 4.04	METHODOLOGY USED FOR THE PROJECT	18
SEC. 4.05	MANAGEMENT PLAN FOR THE PROJECT	18
SEC. 4.06	EXPERIENCE AND QUALIFICATIONS	18

SEC. 4.07	COST PROPOSAL.....	19
SEC. 4.08	EVALUATION CRITERIA	19
SECTION 5.	EVALUATION CRITERIA AND CONTRACTOR SELECTION	20
SEC. 5.01	UNDERSTANDING OF THE PROJECT (8%)	20
SEC. 5.02	METHODOLOGY USED FOR THE PROJECT (8%)	20
SEC. 5.03	MANAGEMENT PLAN FOR THE PROJECT (8%)	20
SEC. 5.04	EXPERIENCE AND QUALIFICATIONS (6%)	21
SEC. 5.05	CONTRACT COST (60%)	21
SEC. 5.06	ALASKA OFFEROR PREFERENCE (10%)	21
SECTION 6.	GENERAL PROCESS INFORMATION	22
SEC. 6.01	INFORMAL DEBRIEFING	22
SEC. 6.02	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	22
SEC. 6.03	SITE INSPECTION	23
SEC. 6.04	CLARIFICATION OF OFFERS	23
SEC. 6.05	DISCUSSIONS WITH OFFERORS.....	23
SEC. 6.06	EVALUATION OF PROPOSALS	23
SEC. 6.07	CONTRACT NEGOTIATION	23
SEC. 6.08	FAILURE TO NEGOTIATE.....	24
SEC. 6.09	OFFEROR NOTIFICATION OF SELECTION.....	24
SEC. 6.10	PROTEST	24
SEC. 6.11	APPLICATION OF PREFERENCES	25
SEC. 6.12	ALASKA BIDDER PREFERENCE	26
SEC. 6.13	ALASKA VETERAN PREFERENCE	26
SEC. 6.14	ALASKA OFFEROR PREFERENCE.....	27
SEC. 6.15	FORMULA USED TO CONVERT COST TO POINTS.....	27
SEC. 6.16	EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES.....	27
SECTION 7.	GENERAL LEGAL INFORMATION	29
SEC. 7.01	STANDARD CONTRACT PROVISIONS	29
SEC. 7.02	PROPOSAL AS A PART OF THE CONTRACT.....	29
SEC. 7.03	ADDITIONAL TERMS AND CONDITIONS	29
SEC. 7.04	HUMAN TRAFFICKING	29
SEC. 7.05	RIGHT OF REJECTION.....	29
SEC. 7.06	STATE NOT RESPONSIBLE FOR PREPARATION COSTS.....	30
SEC. 7.07	DISCLOSURE OF PROPOSAL CONTENTS	30
SEC. 7.08	ASSIGNMENT.....	30
SEC. 7.09	DISPUTES	30
SEC. 7.10	SEVERABILITY.....	30
SEC. 7.11	SUPPLEMENTAL TERMS AND CONDITIONS	31
SEC. 7.12	CONTRACT INVALIDATION	31
SEC. 7.13	SOLICITATION ADVERTISING.....	31
SECTION 8.	ATTACHMENTS.....	31
SEC. 8.01	ATTACHMENTS.....	31
ATTACHMENT 1:	PROPOSAL EVALUATION FORM.....	32

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Public Safety (DPS), Division of Administrative Services, is soliciting proposals for a complete overhaul of a PT6A-114A Pratt & Whitney aircraft engine Serial Number PCE 17400 in accordance with Pratt & Whitney requirements to include all Category 1-6 Service Bulletins and any applicable airworthiness directives. The aircraft is a Cessna Caravan (C-208) N1323Y for the Division of Alaska Wildlife Troopers (AWT) Aircraft Section. A more detailed description including scope of work is provided in Section 3 Scope of Work and Contract Information.

SEC. 1.02 BUDGET

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 4:00 p.m. prevailing Alaska Time on February 7, 2020.

Faxed or emailed proposals are not acceptable.

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 these minimum prior experience requirements:

- The offeror shall provide evidence that the person(s) performing the service work on the engine shall have the appropriate Federal Aviation Administration licenses and certifications in accordance with the code of Federal Regulations.
- The offeror shall have at least 5 years of prior experience in performing Pratt & Whitney PT6A-114A engine overhaul.
- The offeror shall provide documentation to support the Federal licensing and repair authorizations to support the maintenance and services of work performed.
- The offeror shall be a Pratt & Whitney PT6A-114A designated engine overhaul 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.

Qualified bidders or offerors – 2 AAC 12.875

(a) Unless provided for otherwise in the solicitation, to qualify as a bidder or offeror for award of a contract issued under AS 36.30, a bidder or offeror must

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or

- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the solicitation.

(b) If a bidder or offeror leases services or supplies or acts as a broker or agent in providing the services or supplies in order to meet the requires of (a) this section, the procurement officer may not accept the bidder or offeror as a qualified bidder or offeror under AS 36.30.

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.

The deadline for receiving questions is January 29, 2020 at 4:30 p.m. Alaska Time.

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: Jackie Lea – PHONE 907.269.7661 – EMAIL jacqueline.lea@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit original proposal, plus three hard copies of their proposal in writing, to the procurement officer in a sealed package. The cost proposal, included with the package, must be sealed separately from the rest of the proposal and must be clearly identified. One digital copy of the proposal on CD disk or USB flash drive must be included in the sealed package. The sealed proposal package(s) must be addressed as follows:

Department of Public Safety
Division of Administrative Services
Attention: Jackie Lea
Request for Proposal (RFP) Number: 2020-1200-4399
RFP Title: PT6A-114A Pratt & Whitney Aircraft Engine Overhaul
4805 Dr. Martin Luther King Jr. Avenue
Anchorage, Alaska 99507

If using U.S. mail or delivery service, please use address listed directly above.

Faxed proposals will not be accepted.

Emailed proposals will not be accepted.

It is the offeror's responsibility to contact the issuing agency at 907.269.7661 or email the procurement officer at jacqueline.lea@alaska.gov to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

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

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 emailed 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 January 17, 2020,
- Deadline for Receipt of Proposals February 7, 2020,
- Proposal Evaluation Committee complete evaluations week of February 10, 2020,
- State of Alaska issues Notice of Intent to Award a Contract week of February 17, 2020,
- State of Alaska issues contract week of March 9, 2020,
- Contract start March 23, 2020.

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of 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 – NOT APPLICABLE

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 Pratt & Whitney PT6A-114A engine, has been owned by the State of Alaska, Department of Public Safety for approximately 24 years. The aircraft was utilized to provide mission support to law enforcement officers of the Alaska Department of Public Safety. Those missions include law enforcement response, search and rescue, prisoner transport, cargo transport, dignitary transport and or other similar support missions.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK AND DELIVERABLES

DPS, Division of Administrative Services, is soliciting proposals for a Pratt & Whitney PT6A-114A designated engine overhaul facility to complete an overhaul of a PT6A-114A Pratt and Whitney aircraft engine, serial number PCE 17400, in accordance with Pratt & Whitney requirements to include all Category 1-6 Service Bulletins and any applicable airworthiness directives. The aircraft is a Cessna Caravan (C-208) N1323Y for the AWT Aircraft Section.

The engine is tentatively scheduled to be removed from the aircraft, N1323Y, in Fairbanks, Alaska on or about July 1, 2020.

As of December 18, 2019, the time and cycles on the engine are as follows:

- 3402.2 SMOH
- 10,800 Eng. TT
- 5,486 Cycles SMOH
- 14,073 Total Cycles

The overhaul on this engine shall be completed and returned to Northland Aviation in Fairbanks, Alaska located at 3708 University Ave South, Fairbanks, Alaska 99709-4658; within five calendar weeks from date of receiving engine. Should delays occur due to actions of the State, delivery time shall be extended accordingly.

Blades or bearings found unserviceable during this overhaul shall be replaced with new parts only. No used blades or bearings from other engines are to be embodied in this engine without the written consent from the DPS Aircraft Section Commander, Lt. Eric Olsen or Aircraft Section Supervisor, Mr. Clifford Gilliland.

Alaska DPS reserves the option to send a DPS Aircraft Section mechanic to the successful contractor's maintenance facility after award of contract and during overhaul of engine to inspect the facility and engine prior to assembly of the engine. All costs for this mechanic shall be borne by DPS.

Work shall include the following items:

1. Overhaul labor, test cell fees, and mandatory replacement materials.
2. Any applicable airworthiness directives.
3. Category 1-6 Service Bulletins related to overhaul.
4. Contractor Field Service Tech Support for the removal and replacement of the engine. This service may or may not be required. The State of Alaska reserves the right to determine the requirement.
5. Parts and labor for overhauling the following accessories:

- Fuel Control Unit
 - Fuel Pump
 - Bleed Valves
 - Oil to Fuel Heater
 - Flow Divider
 - Propeller Governor
 - Overspeed Governor
6. The contractor shall provide crating and shipping materials to ship engine to service facility. Freight costs from Northland Aviation in Fairbanks, Alaska, to ship engine to the contractor's facility and return of the engine following overhaul shall be included in the bid price. See Section 3.12 for F.O.B. details.
 7. Parts purchasing discount: P&WC Price List 501, less 25% for new parts; P&WC Price List 501, less 40% for serviceable parts; and Exchange List prices for exchange parts. Serviceable parts and exchange parts are subject to the State's approval. Percentage must remain firm for the duration of the contract.
 8. The successful contractor will apply any manufacturer program discounts.
 9. No bill backs on parts and accessories.

After initial inspection of the engine, the successful contractor shall provide an Inspection Report to the DPS Aircraft Section Commander, Lt. Eric Olsen; Aircraft Section Supervisor, Cliff Gilliland; and Aircraft Section Maintenance Foreman II, Rick Falk.

Any additional discrepancies discovered during the overhaul process shall be presented in writing to Mr. Gilliland and Mr. Falk for approval prior to commencing any work above and beyond initial Inspection Report.

KEY COMPONENTS

Date: As of 12.18.2019

State of Alaska
PT6A-114A
Serial Number PCE-17400

Date: As of 12.18.2019

Date: As of 12.18.2019	ACFT TT:	Acft Landings:	Engine TSMOH	Engine Cycles SMOH:
	4529.3	5857	3402.2	5486
	Engine Total Time	Engine Total Cycles		
	10800	14073		
Component	Part Number	Serial Number	Frequency	Remaining Time
Engine Overhaul		PCE-17400	3600 Hours	197.8
Engine Hot Section			1800 Hours	181.4
Hub - Compressor, Rear	3013111	1Y949	19000 Cycles	4927
Disc - Compressor	3013712	A0022YP6	24000 Cycles	18514
Disc - Compressor	3011713	A00204C3	25000 Cycles	19514
Impeller	3027798	7F917	19000 Cycles	10239
Combustion Chamber Liner	3122633-01	10N175	O/C	O/C
Compressor Turbine Disc	3013411	1X950	16000 Cycles	1927
CT Blades	3072791-02	various	12000 Hours	10674.3
Power Turbine Disc	3026812	10A997	20000 Cycles	5927
Ignition Exciter	3035889	NN01281476	3600 Hours	197.8
Valve - Compressor Bleed	540-1407-4	GA1308	3600 Hours	197.8
Fuel Pump 702801-5	025323-150	231	3600 Hours	197.8
Oil to Fuel Heater 10552E	10552E	488	3600 Hours	197.8
Governor - Propeller	8210-002-01	1442040	4500 Hours	1097.8
Fuel Control Unit	3244897-3	B10585	3600 Hours	197.8

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

For the purpose of this specification, the contract period shall be considered to start on the date the engine arrives at the contractor's facility until the engine is returned to Northland Aviation in Fairbanks, Alaska.

The completion and return date shall be within five calendar weeks from date of contractor receiving engine at their facility.

The approximate contract schedule is as follows:

- Contractor shall arrange to pick up the engine from Northland Aviation located in Fairbanks, Alaska. Contractor shall provide and carry all necessary crating and packaging material needed to ship the engine securely to the contractor's facility.
- After the contractor receives the engine at their facility and completes the initial inspection of the engine, within five business days, the contractor shall provide to the DPS Aircraft Section Commander,

Lt. Eric Olsen; Aircraft Section Supervisor, Cliff Gilliland; and Aircraft Section Maintenance Foreman II, Rick Falk.

- An Inspection Report
 - Overhaul schedule and completion date
- Contractor shall arrange to ship the completed overhauled engine to receive at F.O.B. Fairbanks, Alaska no later than five weeks of receiving engine at contractor's facility. See Section 3.12 for F.O.B. details.

If delays occur due to the actions of the State, the delivery time shall be extended accordingly.

SEC. 3.03 CONTRACT TYPE

This contract is a firm fixed price contract.

SEC. 3.04 PROPOSED PAYMENT PROCEDURES

The state will make a single payment when all of the deliverables are received and the contract is completed and approved by the DPS Aircraft Section Commander, Lt. Eric Olsen.

SEC. 3.05 PROMPT PAYMENT FOR STATE PURCHASES

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

SEC. 3.06 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. 3.07 LOCATION OF WORK

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

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

The contractor should include in their cost proposal: transportation, lodging, and per diem costs sufficient to pay for one person to make one trip to Fairbanks, Alaska. Travel to other locations will not be required.

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. 3.08 THIRD-PARTY SERVICE PROVIDERS – NOT APPLICABLE

SEC. 3.09 SUBCONTRACTORS

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

Subcontractor experience **shall not** be considered in determining whether the offeror meets the requirements set forth in Section 1.04 Prior Experience.

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

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

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

SEC. 3.10 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.11 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.12 F.O.B. POINT

All goods purchased through this contract will be F.O.B. final destination at 3708 University Ave South, Fairbanks, Alaska 99709-4658. The contractor will be required to prepare the engine for shipping and to return

to the F.O.B. location specified. Unless specifically stated otherwise, all prices offered must include the delivery costs to F.O.B. location within the State of Alaska.

SEC. 3.13 CONTRACT PERSONNEL

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the DPS Aircraft Section Commander, Lt. Eric Olsen or designee. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 3.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 3.15 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 \$933.34 per day. This amount is based on calculations of annual usage combined with State of Alaska Division of General Services averaged contract rates for comparable aircraft charter adjusted for seasonal usage decreases.

<http://doa.alaska.gov/dgs/cam/index.html>

State of Alaska Division of General Services averaged contract per hour charter rate published at \$1,424.95.

State of Alaska C 208B flew 478 hours last year (December 31, 2018 until December 31, 2019)

Number of flight hours for 365 days	478 hrs.
Number of flight hours per day (478/365)	1.31 hrs.
Cost of charter per day (1.31 X 1424.95)	\$1866.68
50% Discount to compensate historical winter usage totals	\$933.34
Liquidated Damages per day	\$933.34

If the contractor fails to deliver the Overhauled Engine within five calendar weeks after receipt of engine, the state will begin to collect liquidated damages and will continue to collect them until the overhauled engine is received by DPS at F.O.B. Fairbanks, Alaska (see Section 3.12).

SEC. 3.16 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. 3.17 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. 3.18 INSURANCE REQUIREMENTS

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

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

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

SEC. 3.19 TERMINATION FOR DEFAULT

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

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in Section 8 Exhibits.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

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

SEC. 4.02 INTRODUCTION

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

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

SEC. 4.03 UNDERSTANDING OF THE PROJECT

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

SEC. 4.04 METHODOLOGY USED FOR THE PROJECT

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

SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

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

SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

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

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

- title,
- resume,
- location(s) where work will be performed,

Offerors must provide at minimum two, and at maximum three, reference letters with names and phone numbers for similar projects the offeror's firm has completed.

SEC. 4.07 COST PROPOSAL

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

SEC. 4.08 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in Section 5. Evaluation Criteria and Contractor Selection.

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

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

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 purpose and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (8%)

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 and does the methodology interface with the time schedule in the RFP?

SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (8%)

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) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 7) To what degree is the proposal practical and feasible and does it appear that the offeror can meet the schedule set out in the RFP?
- 8) To what extent has the offeror identified potential problems?

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (6%)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

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

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

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided letters of reference from previous clients?

SEC. 5.05 CONTRACT COST (60%)

Overall, a minimum of 60% 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 DPS Aircraft Section Commander, Lt. Eric Olsen. 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 at 4805 Dr. Martin Luther King Jr. Avenue in Anchorage, Alaska.

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

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

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

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.10 PROTEST

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

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

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

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

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

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

- the name, address, and telephone number of the protester;

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

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

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

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

SEC. 6.11 APPLICATION OF PREFERENCES

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

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

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

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

Sec. 6.12 ALASKA BIDDER PREFERENCE

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

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

Alaska Bidder Preference Statement

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

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

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

SEC. 6.13 ALASKA VETERAN PREFERENCE

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

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

Alaska Veteran Preference Statement

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

SEC. 6.14 ALASKA OFFEROR PREFERENCE

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

SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS

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

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

SEC. 6.16 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES

(a) FORMULA USED TO CONVERT COST TO POINTS

STEP 1

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

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

STEP 2

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

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

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

Offeror #3 receives 33.7 points.

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

(b) ALASKA OFFEROR PREFERENCE

STEP 1

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

$$100 \text{ Total Points Available in RFP} \times 10\% \text{ Alaska offerors preference} = 10 \text{ Points for the Preference}$$

STEP 2

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

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

STEP 3

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

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

STEP 4

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

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Contract Form for Goods and Non Professional Services Contracts (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 Section 7.05 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

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

SEC. 7.12 CONTRACT INVALIDATION

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

SEC. 7.13 SOLICITATION ADVERTISING

Public notice has been provided in accordance with 2 AAC 12.220

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

- 1) Proposal Evaluation Form
- 2) Cost Proposal
- 3) Standard Contract Form - Appendix A
- 4) Appendix B¹
- 5) Notice of Intent to Award
- 6) Certification of Entitlement to the Alaska Bidder Preference
- 7) Offeror Information and Assurance Form
- 8) Checklist

ATTACHMENT 1: PROPOSAL EVALUATION FORM

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

Offeror Name: _____
Evaluator Name: _____
Date of Review: _____
RFP Number: 2020-1200-4399

EVALUATION CRITERIA AND SCORING

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

5.01 Understanding of the Project—8%

Maximum Point Value for this Section – 8 Points

100 Points x 8% = 8 Points

Proposals will be evaluated against the questions set out below.

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

NOTES:

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

NOTES:

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

NOTES:

4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.01: _____

5.02 Methodology Used for the Project—8%

Maximum Point Value for this Section - 8 Points

100 Points x 8% = 8 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 and does the methodology interface with the time schedule in the RFP?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.02: _____

5.03 Management Plan for the Project—8%

Maximum Point Value for this Section - 8 Points

100 Points x 8% = 8 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) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

NOTES:

- 7) To what degree is the proposal practical and feasible and does it appear that the offeror can meet the schedule set out in the RFP?

NOTES:

- 8) To what extent has the offeror identified potential problems?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.03: _____

5.04 Experience and Qualifications—6%

Maximum Point Value for this Section - 6 Points

100 Points x 6% = 6 Points

Proposals will be evaluated against the questions set out below.

1) Questions regarding the personnel.

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

NOTES:

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

NOTES:

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

NOTES:

2) Questions regarding the firm.

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

NOTES:

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

NOTES:

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

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.04: _____

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

5.05 Contract Cost — 60%

Maximum Point Value for this Section — 60 Points

100 Points x 60% = 60 Points

Overall, a minimum of 60% 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%

Point Value for this Section — 10 Points

100 Points x 10% = 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.

Attachment 2
Cost Proposal

Cost proposals shall include the following:

1. Total cost for complete overhaul of a PT6A-114A Pratt & Whitney aircraft engine Serial Number PCE 17400 in accordance with Pratt & Whitney requirements to include all Category 1-6 Service Bulletins and any applicable airworthiness directives.

Total for item number 1: \$ _____

2. Total cost for transportation, lodging, and per diem costs sufficient to pay for one person to make one trip to Fairbanks, Alaska.

Total for item number 2: \$ _____

3. Total cost of engine shipment to and from Northland Aviation F.O.B. Fairbanks, Alaska.

Total for item number 3: \$ _____

TOTAL COST OF LINE ITEMS 1-3:

(Line Item 1 + Line Item 2 + Line Item 3) \$ _____

Offerors are to take note that this is firm fixed price procurement. Price is to include all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, profit and completing tasks noted in Section 3. Scope of Work and Contract Information.

IMPORTANT – Offeror's must use this form to enter data that will be utilized to determine the proposed costs for provision of services. Do not alter this form or add additional information as it is used for evaluation purposes to convert the costs to points. Rates shall not exceed the tenth decimal place. The TOTAL COST indicated will be used for evaluation purposes. See Section 6.15 Formula Used to Convert Cost to Points.

Company Name: _____

Printed Name of Person Authorized to Sign this Document: _____

Signature of Person Authorized to Sign this Document: _____

Date Signed: _____

END OF COST PROPOSAL

Attachment 3

STANDARD CONTRACT FORM Goods and Non-Professional Services

The parties' contract comprises this Standard Contract Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of	Division	hereafter the State, and	
9. Contractor			
hereafter the Contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4

<p>10.</p> <p>ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Contract:</p> <p>2.1 Appendix A (General Conditions), Items 1 through 18, govern contract performance.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the scope of work/services to be performed by the contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:</p>	
11. Department of	Attention: Division of
Mailing Address	Attention:

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

SCF.DOC (Rev. 04/14)

APPENDIX A GENERAL CONDITIONS

1. Inspections and Reports:

The department may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

2. Suitable Materials, Etc.:

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

3. Disputes:

If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620-AS 36.30.632

4. Default:

In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

5. No Assignment or Delegation:

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

6. No Additional Work or Material:

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

7. Independent Contractor:

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

8. Payment of Taxes:

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

9. Compliance:

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

10. Conflicting Provisions:

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

11. Officials Not to Benefit:

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

12. Contract Prices:

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

13. Contract Funding:

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

14. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

15. Contract Extension:

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

16. Severability:

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

17. Continuing Obligation of Contractor:

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

18. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Attachment 4
APPENDIX B¹
INDEMNITY AND INSURANCE

Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Article 2. Insurance

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

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

Attachment 5

NOTICE OF INTENT TO AWARD A CONTRACT



Department of Public Safety
Division of Administrative Services
4805 Dr. Martin Luther King Jr. Ave
Anchorage, Alaska 99507

THIS IS NOT AN ORDER

DATE ISSUED:

RFP NO.:

RFP DEADLINE:

RFP SUBJECT:

CONTRACTING OFFICER:

SIGNATURE: _____

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

Offerors	Responsive	Total Score	Most Advantageous

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

SUMMARY

Attachment 6
CERTIFICATION OF ENTITLEMENT TO THE ALASKA BIDDER PREFERENCE

I am the offeror or a duly authorized agent of the offeror, and I certify that the offeror is entitled to the Alaska Bidder Preference. I know and understand that the Alaska Bidder Preference provides for substantial benefits which could be favorable to the offeror and which could affect the award of the Request for Proposals to the offeror's benefit. I am aware that falsely claiming the Alaska Bidder Preference is a violation of the State of Alaska Procurement Code (AS 36.30) and may be cause for felony prosecution and conviction.

I offer the following evidence or statements in support of my Certification of Entitlement to the Alaska Bidder Preference:

1. As of the deadline for receipt of the proposals, the offeror possesses a valid Alaska business license in any one of the following forms:
 - a 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 notarized affidavit that the offeror has applied and paid for the Alaska business license.
2. In addition to holding a current Alaska business license prior to the deadline for receipt of proposals, the offeror:
 - (a) is submitting a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
 - (b) 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;
 - (c) 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*
 - (d) if a joint venture*, is composed entirely of ventures that qualify under items (a)-(c) of this subsection.

Signature of Offeror or Offeror's Authorized Agent

Date

Printed Name and Title

** See additional required information at RFP section 6.12 Alaska Bidder Preference*

Attachment 7
OFFEROR INFORMATION AND ASSURANCE FORM

- A. Offeror's (Agency or Individual) Name: _____
- B. Offeror's Address: _____

- Telephone Number: _____ Fax: _____ E-Mail: _____
- C. Status: For Profit: _____ Non-Profit: _____ Other: _____
- D. Alaska Business License Number: _____
- E. Internal Revenue or Social Security Number: _____
- F. Professional Registration Number (if applicable): _____
- G. Recipient Contact Person: _____
- H. Authorized Representative: _____
- I. **TERMS AND CONDITIONS:** By signature on this page, the Offeror certifies that it is complying with all terms and conditions set out in this RFP.
- J. The Offeror(s), by execution of the Offeror Information and Assurance Form, agrees to be bound by the terms of the RFP and proposal for a period of not less than ninety (90) days after the proposal due date.
- K. By signature of this page the offeror(s) certifies that it meets the Prior Experience per RFP section 1.04 Prior Experience.

Offeror's Authorized Signature and Title*
(must be sworn before a notary public)

Date (Month, Day and Year)

Sworn to and subscribed before me this _____ day of _____, 20____.

SIGNED: _____ NOTARY PUBLIC

My commission expires: _____

* Proposals must be signed by an individual authorized to bind the offeror to its provisions, see section 1.08.

Attachment 8

RFP Checklist

Offerors are encouraged to use this checklist in preparation of proposals. This checklist may not be all inclusive of the items required to be submitted in the proposal. In case of a conflict between this checklist and the RFP, the requirements of the RFP will prevail.

Offerors who do not respond to each item as specified below may be considered "non-responsive" and the proposal may not be accepted for evaluation and possible award of contractual services.

Section	Description	✓
1.07	Sealed original proposal, plus three hard copies, plus one copy on CD disk or USB flash drive submitted by RFP due date and time	
1.08 (a)	Authorized Signature	
1.08 (d)	Conflict of Interest statement	
4.01	Proposal meets and includes items in Proposal Format and Content	
4.03	Understanding of the Project	
4.04	Methodology Used for the Project	
4.05	Management Plan for the Project	
4.06	Experience and Qualifications	
4.07 & 8.01 Attachment 2	Cost Proposal Form (sealed separately)	
6.11 & 8.01 Attachment 6	Certification of Entitlement to the Alaska Bidder Preference and other preferences, if applicable	
8.01 Attachment 7	Offeror Information and Assurance Form – signed & notarized	