

STATE OF ALASKA REQUEST FOR PROPOSALS



AIRPORT INSPECTION SERVICES RFP 2520H022

ISSUED FEBRUARY 4, 2020

THE DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES, DIVISION OF STATEWIDE AVIATION IS SOLICITING SERVICES FOR THE INSPECTION OF UP TO 370 RURAL PUBLIC AIRPORTS IN ALASKA OVER A THREE (3) YEAR PERIOD, IN ACCORDANCE WITH FAA ORDER 5010, AIRPORT MASTER RECORDS PROGRAM.

ISSUED BY:

DEPARTMENT OF DEPARTMENT OF
TRANSPORTATION AND PUBLIC FACILITIES
DIVISION OF STATEWIDE CONTRACTING AND
PROCUREMENT

PRIMARY CONTACT:

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Transportation & Public Facilities, Division of Statewide Aviation seeks the services of a Contractor to perform airport inspections for up to 124 rural public airports in Alaska during the 1st term of the contract. An additional 245 airports may be inspected during the full term of the contract in accordance with FAA Order 5010, Airport Master Records program.

SEC. 1.02 BUDGET

Department of Transportation and Public Facilities, Division of Statewide Aviation estimates a budget not to exceed \$1,350.00 per inspection. Proposals that offer a rate greater than \$1,350.00 per inspection will be deemed non responsive.

Payment for the contract is subject to funds already appropriated and identified. Approval or continuation of a contract resulting from this is contingent upon legislative appropriation and funding by the granting authority.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received **no later than 2:00PM prevailing Alaska Time on March 6, 2020**. Faxed, emailed or 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 provide evidence in writing that they meet the following minimum prior experience requirements:

1. Offerors, or Offerors utilizing Sub-Contractors must have, within the last ten (10) years, a minimum of 500 hours as a pilot flying light aircraft in Alaska, 300 of which must be logged within the last six (6) years. Sub-Contractor experience will be considered when evaluating responsiveness for this prior specific experience requirement. However, only 200 hours of Sub-Contractor experience may be used to meet the minimum 500 hours in the past ten (10) years, of which, all 200 hours of sub-Contractor experience must be in the past six (6) years.
2. Offerors must submit evidence with the proposal that verifies the Offerors lead inspector has a current Certificate of Completion of the 5010 training class administered by GCR & Associates, Inc. at the time the proposal is submitted. The GCR website is located at: <http://www.gcr1.com/5010web/>
3. Offerors must provide evidence of the completion of 5010 Airport inspections or work of a similar nature.
4. Proposals must provide a minimum of two (2) and not more than four (4) examples that demonstrate similar airport inspection work, construction, inspection, surveying, as-built development or other work of a similar nature at Alaskan airports. Offerors must provide a list of all personal who will be working on this project. Work may be completed or ongoing by the offerors firm. Offerors must identify the client point of contact and provide a phone number for each project.

The narratives provided in response to the prior minimum experience defined above will be forwarded to the Procurement Evaluation Committee members for evaluation per Section 6.06.

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

SEC. 1.05 REQUIRED REVIEW

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

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

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	Paul DiCarlo
EMAIL	paul.dicarlo@alaska.gov
PHONE	907-465-8446
FAX	907-465-3124

SEC. 1.07 RETURN INSTRUCTIONS

Electronic, faxed or oral proposals are not permitted for this solicitation.

Offerors must submit one original, one hard copy and one electronic copy of their proposal, to the procurement officer in a sealed package. The cost proposal included with the package must **be sealed separately from the rest** of the proposal and must be clearly identified. The electronic version must have the technical proposal and cost proposal as two separate files and clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Transportation and Public Facilities
Division of Statewide Contracting and Procurement
Attention: Paul DiCarlo
Request for Proposal (RFP) Number: 2520H022

RFP Title: Airport Inspection Services

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

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, Suite 310
Juneau, AK 99801

Important Note: There is **no** overnight express mail delivery to Juneau, Alaska. **All expedited mail services take at least two nights. Please allow at least 3 to 5 business days for delivery.**

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.

Please use Attachment G (Proposal Checklist) to identify RFP requirements within the proposal. There may be additional requirements beyond those listed on this checklist. Offerors are responsible for thoroughly reviewing the RFP to make sure that they have met all the requirements and have provided all necessary information.

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

Bid Bond-Not Required

Performance Bond-Not Required

Surety Deposit-Not Required

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 | February 4, 2020 |
| • Deadline for Receipt of Proposals | March 6, 2020 |
| • Proposal Evaluation Committee complete evaluation by | March 16, 2020 |
| • State of Alaska issues Notice of Intent to Award a Contract | March 17, 2020 |
| • State of Alaska issues contract | March 27, 2020 |
| • Contract start | April 1, 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 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 not be held for this project.

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

There are 370 facilities in the State of Alaska (see Attachment A, Eligible Airports) that are registered with the Federal Aviation Administration (FAA) as public airports, of which, up to 124 will be inspected in year one (1) of this contract. It is the responsibility of the State of Alaska, Department of Transportation and Public Facilities, Division of Statewide Aviation (DOT&PF) to perform periodic safety inspections of these public airports to verify or change data elements on the FAA Form 5010-1 (Airport Master Record – Existing Public Use Airports) in accordance with sound engineering practices.

References:

Federal Aviation Administration

1. FAA Order 5010.4A – Airport Safety Data Program

Website:

http://www.faa.gov/regulations_policies/orders_notices/index.cfm/go/document.current/documentNumber/5010.4

2. FAA Advisory Circular #150/5210-20A – Ground Vehicle Operations at Airport

Website:

https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5210-20

3. Airport Data Overview

Website:

https://www.faa.gov/airports/airport_safety/airportdata_5010/

4. Airport Master Record, FAA Form 5010-3

Website:

<http://www.faa.gov/forms/index.cfm/go/document.information/documentID/185475>

5. Airport Ground Vehicle Operations – An FAA Guide

Website:

https://www.faa.gov/airports/runway_safety/media/ground_vehicle_guide_proof_final.pdf

6. GCR & Associates - the official FAA Contractor for receipt of all of the FAA form 5010-1 data.

Website: <https://www.airportiq5010.com/5010web/>

7. FAA Airport Data and Information Portal (ADIP)

Website: <https://adip.faa.gov/agis/public/#/public>

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Transportation and Public Facilities, Division of Statewide Aviation is soliciting proposals for a professional consultant to perform approximately 370 safety data inspections at distinct rural public airports in the State of Alaska over a three (3) year time period. Approximately one-third (1/3) of these rural public airports are to be inspected each year, with up to 124 airports in year one (1).

Attachment A, the “Eligible Airports List” notates the 370 airports eligible for inspection. The Contractor must include the year one work plan by identifying which 124 airports will be inspected in the first year of the contract in the proposal submitted in response to this RFP. The proposed work plan should focus on facilities in the Western and Northern portions of Alaska. For future years, the Contractor shall provide work plans for the upcoming season in advance of NTP issuance by the Project Manager.

The Contractor will perform all inspection and research services under this contract by flying to each airport as assigned through the issuance of a Notice to Proceed (NTP). The Contractor will not be reimbursed for an inspection if they do not land at the airport assigned through the associated NTP and provide the required pictures and reports, unless prior written approval has been issued by the Project Manager. Inspections must be conducted when the facilities are clear of snow cover.

The 124 airports identified for inspection in the first year must be approved for inspection through the NTP process. No inspections shall take place without the issuance of an NTP. Additional inspections approved for the first year of the contract will be reimbursed at the same rate as approved under the contract.

Procedural Requirements

At a minimum, the Contractor shall follow the procedures and requirements set forth in FAA Order 5010.4A, Chapter 4 (Airport Data and Information Management), dated 11/30/15, and any clarifications or guidance previously provided by the FAA.

The Contractor shall comply with the FAA Advisory Circular #150/5210-20A.

Prior to commencing any work under this contract, all contract personnel conducting airport inspections must read the publication: ***Airport Ground Vehicle Operations***.

The contract does not guarantee a specific number of project inspections or research work be performed by the Contractor. This contract will not preclude the State from performing some of the 5010 airport inspections and research work. Any changes to the facility inspection work list will be negotiated between the State and the Contractor and formalized through a written contract amendment issued by the Procurement Officer of record.

This RFP does not limit the method or modes of transportation used by the Contractor to travel to and perform the work required under this contract. The Contractor must plan each season in a manner to ensure the effective and efficient inspection of rural airports.

Data Downloads and Uploads

Current master records for each facility shall be downloaded by the Contractor from the FAA's Airport Data and Information Portal (ADIP) website (<https://adip.faa.gov/agis/public/#/public>) or from the GCR and Associates Inc. website (<https://www.airportiq5010.com/5010web/>). Data collected by the Contractor shall be uploaded electronically to the FAA's ADIP website. (The Contractor will receive password authority after the contract is approved and a Notice to Proceed is issued (<https://nfdc.faa.gov/nfdcApps/controllers/PublicSecurity/register>).

Notice to Proceed (NTP)

All performance of work under the resultant contract will proceed only following issuance of a written Notice to Proceed (NTP) authorized by the Project Manager. An executed copy of the NTP must be provided to the Procurement Officer of record.

The Contractor will perform all inspection and research services under this contract by traveling to each airport as assigned by the NTP. The contractor will not be reimbursed for an inspection if they do not physically visit the airport assigned by NTP and provide the required data, pictures and reports, unless prior written approval is provided by the Project Manager.

SEC. 3.02 TASKS AND DELIVERABLES

The Contractor shall perform the following tasks:

TASK 1 5010-1 INSPECTIONS, DATA ENTRY, INSPECTIONS REPORTS AND SKETCHES

The Contractor shall contact the Airport Manager, or owner listed on the FAA Form 5010-1 in advance to schedule the airport safety data inspection. The Contractor may contact the airport representative in person, by e-mail, or by telephone. A representative from the airport should be requested to be available, if possible, to discuss the inspection findings and to assist in providing administrative data for FAA Form 5010-1.

The Contractor shall conduct airport inspections in accordance with the procedures contained in the FAA Order 5010.4A and in accordance with training guidance provided by GCR for which each inspector received certification.

The latest computer-generated FAA Form 5010-1 (within the current 56 day cycle in effect the inspection will occur) and a copy of the current Airport Layout Sketch shall be used by the Contractor when conducting the airport safety data inspection at a particular airport. The Contractor shall make corrections to the FAA Form 5010-1 data elements and the Airport Layout Sketch to reflect conditions observed on the date of the actual inspection.

The Contractor shall verify and/or correct each data element on the FAA Form 5010-1, except elements #6, 7, 25, 26, 60, 61, 62, 63, 64, 85, 86, 87, 88 & 89, and those other data elements which are the responsibility of a specific FAA office as described in FAA Order 5010.4A.

Data elements #19, 20, 21, 30, 31, and 32 are to be verified, but are not to be changed by the Contractor on the 5010 website.

Any deviations measured in the field from those reported on the latest FAA Form 5010-1 are to be remarked in field notes and on the marked-up 5010 form, but no changes are to be made by the Contractor in the official Airport Master Records to these data elements.

All measurements and computations made by the Contractor to verify or change data elements on the FAA Form 5010-1 shall be made in accordance with sound engineering practices. The Contractor shall use engineering instruments such as handheld Global Positioning System (GPS) units, hand levels, altimeters, clinometers, measuring wheels, measuring tapes, and other similar tools to obtain dimensional data.

Corrections for instrument error shall favor improved margins of safety. For example, if the approach slope ratio calculated for data element #57 is 19.7:1, it should be listed on the FAA Form 5010-1 as 19:1 instead of 20:1. FAA may accept data from the State but decline to enter it into its airport safety database if the agency determines that data from a source with a higher level of accuracy exist. A copy of all calculation sheets used to verify or change data on Form 5010-1 shall be provided to the DOT&PF Project Manager.

While conducting the airport safety data inspection, unsafe conditions such as unmarked obstructions, deteriorated pavement conditions, stored materials on the primary surface, damaged visual aids, parked aircraft near runways, taxiways or the approach surfaces, areas with the potential to attract birds, wildlife on and in vicinity of the airport, and any other such items on or near the runway shall be noted by the Contractor. Particular attention must be given to vertical objects that may impact flight – those located in the vicinity of the airport, the community, and in the flight paths.

The Contractor shall remark and include on the airport sketch any communication towers, wind turbines, antennae, or other such permanent, under-construction, or temporary objects observed during the inspection. The Contractor shall report unsafe conditions in data element #110. Where appropriate, the Contractor will notify the DOT&PF Project Manager and airport management that the issuance of a Notice to Airmen (NOTAM) advised to notify pilots of unsafe conditions. The Contractor shall solicit any changes to data element #110 notices from the Airport Manager and submit those changes as appropriate. The Contractor shall also obtain answers or confirm answers to the questions on the “Wildlife Survey” and submit the answers using the Airport Data Change Form (Wildlife Survey questions included for reference as Attachment D).

In the event the name of an airport (data element #2) is changed and an entry exists in data element #25 which is other than 'N', the Contractor shall request official documentation, signed by an authorized representative of the airport management, to substantiate the change, and shall submit the information to the DOT&PF Project Manager.

The Contractor shall ask airport management whether ultralight or UAS drone activities occur at the airport. If a separate landing area for ultralights exists, the Contractor shall enter the landing direction in element #30 using a "U" suffix (i.e., 18U/36U). If the existing runways or taxiways are used for ultralights, the Contractor shall add a remark "Ultralights on and in vicinity of airport." In addition, if there is a ban on ultralights, the Contractor shall so indicate in the remarks, Element #110.

When an entry is made in element #43 (Visual Approach Slope Indicator), the Contractor shall provide information for elements #44 (Threshold Crossing Height) and #45 (Visual Glide Angle) if these data are not already shown on the FAA Form 5010-1. This information may be obtained from the installation specifications usually available in the Airport Manager's office when the visual approach slope indicator has been installed without federal

assistance. Should the Contractor be unable to obtain this data, the Contractor should enter "unknown" in elements #44 and #45. The Contractor is not expected to measure, calculate and/or verify either the threshold crossing height or the visual glide angle.

Upon completion of each airport safety data inspection, the Contractor shall legibly enter their name, title and the date of the inspection in data elements #111 and 112, certifying that the Contractor physically inspected the site and believes the field marked-up FAA Form 5010-1 and accompanying Airport Layout Sketch represents the actual conditions at the airport on that date.

The Contractor shall prepare an inspection report for each airport with narrative and photographs (photograph requirements detailed in Task 4) documenting the inspection visit and findings. This report narrative shall identify, at a minimum: runway dimensions, runway surface condition; lighting system and condition; wind cone and segmented circle condition; obstruction values obtained for each runway; geographic coordinates; a description of vegetation condition (size, location); any wildlife signs or sightings on the airport; and a brief description of the methodologies and equipment used to conduct the inspection.

In addition, the report shall also include: oblique photos of the airport; approach photos of both ends of each runway; and a description of any changes made to Form 5010-1 data elements with justification for those changes. This report shall also include all safety deficiencies and unsafe conditions as well as all potential problem areas that were found. Photos shall be submitted to the DOT&PF Project Manager within the same month period as an inspection occurs.

If an immediate safety issue exists, the Contractor shall contact the DOT&PF Project Manager without delay. The Contractor will submit the inspection summary reports, any field notes and calculation sheets electronically to the DOT&PF Project Manager.

The Contractor shall enter inspection data into the ADIP website within ten (10) business days of the inspection. Upon completion of data entry, Contractor shall "Save" data and not "Submit" data. Then, the Contractor shall provide email notification to the applicable Agency's Regional Safety and Security Officer and DOT&PF Project Manager for review. A list of contacts shall be provided by the Contracting Agency. The email notification shall include a copy of the marked-up 5010-1 form and Airport Layout Sketch, field notes, calculation sheets used to verify or change data and photographs of any unsafe conditions or specific deficiencies found at the airport. All field notes and supporting documentation shall include the date of inspection and airport identification. Notifications will stipulate that an Agency's staff have ten (10) days to review and provide comment on the data entered by the Contractor and "Saved" in the ADIP website.

If an Agency's comments are provided to the Contractor, the Contractor shall incorporate the comments and complete the final inspection upload within ten (10) business days of receipt of comments and enter "Submit" on the FAA ADIP website. If no comments are received within the review period, the Contractor shall complete the inspection upload and "Submit" within ten (10) business days of the review period.

The Contractor shall have all airport inspection data for all airports for the first year of the contract submitted to the FAA's ADIP website by September 30, 2020. If necessary, DOT&PF Project Manager may, upon request of the Contractor, alter the submission date to a date that is mutually agreeable. Altering the due date will require a written change to the NTP by the DOT&PF Project Manager. All inspection reports for the first year of the contract shall be submitted to the DOT&PF Project Manager by November 15, 2020. The naming convention of digital

report submissions should correspond with location name and inspection date, in the following format: Airport Name, Location ID, 5010 Inspection Report and Date (Year-Month-Day). For example, “Akiachak Z13 5010 Inspection Report 2017-06-30.”

In the event the renewal options available to the state are exercised, approximately 246 additional airports will be inspected in years two and three combined. If the contract is renewed, the renewal amendment will include a similar list of airports to be inspected for the upcoming term and will be provided to the Contractor by the Project Manager upon renewal.

TASK 1: DELIVERABLE - 5010-1 INSPECTIONS, DATA ENTRY, INSPECTION REPORTS AND SKETCHES

For each airport included in Attachment A, Eligible Airport List, the Contactor shall submit the following electronically to the DOT&PF Project Manager at the time data is entered into the 5010 website:

1. Dated copies of field notes and calculation sheets
2. Marked-up copy of the 5010-1 form and Airport Layout Sketch
3. Photographs of any unsafe conditions or specific deficiencies found at the airport

Final inspection reports (in electronic format) are due to the DOT&PF Project Manager no later than November 15, of each year.

TASK 2 PHOTOS AND GPS LOCATIONS OF AIRPORT FEATURES

The Contractor shall acquire photographs and GPS derived Latitude and Longitude coordinates of critical airfield features. The Contractor shall acquire a, high resolution when possible, oblique photo of the airport.

The Contractor shall acquire a GPS derived Latitude and Longitude (using the horizontal control datum NAD 83) at each runway threshold at the centerline of the runway; these coordinates shall be obtained through use of a handheld GPS unit with a Wide-Area Augmentation System (WAAS)-enabled receiver allowed to position average over a period of between three and five minutes (or through a method that achieves the same or greater level of accuracy).

The Contractor shall also take a digital photo from each threshold looking away from the runway at the approach as an aide in identifying controlling obstructions in the approach, with the coordinate imprinted on each photograph. Seaplane Bases (SPB) do not require a GPS threshold reading or photo; however, a photo and GPS reading on the main seaplane dock or beaching area shall be required. These photos are to be included in the inspection report as well as submitted monthly to the DOT&PF Project Manager.

The Contractor shall take photos with GPS enabled cameras and record GPS readings (latitude and longitude) of all navigational and visual aids at each airport inspected and provide pictures of each navigational or visual aid with this recorded data imprinted on each picture, as part of the inspection report.

Including the photographs detailed above, the Contractor shall take, at a minimum, photographs of the following airport features, where applicable:

1. Oblique photo of entire airport
2. From each threshold, view to the approach
3. From each threshold, view to the opposite runway end
4. From each threshold perpendicular, view of approach edges
5. Main seaplane dock or landing area (SPBs only)
6. Navigational and visual aids (including, but not limited to, VOR, ILS Localizer, wind cone, segmented circle, threshold lights, beacon, VASI, REIL, AWOS, etc.
7. Apron – view from taxiway; view from access road; tie down areas, signs, buildings, fuel facilities/tanks
8. Each end of the runway, from taxiway
9. From midpoint of runway to each runway end
10. Any unsafe conditions or specific deficiencies included in the inspection report
11. Any visible wildlife on the airport (ex. bears, moose, musk ox)

The Contractor is encouraged to take more photographs than those listed if additional photographs serve to support inspection data and remarks. The State does not require a photograph of each individual runway and taxiway light at the airports. Photos of the threshold lights are required, regardless of condition. Photos of broken lights and lights with any recognizable problem are required. Only the threshold and seaplane dock coordinates are *required* to be obtained by handheld GPS as described previously; all other coordinates may be obtained by the GPS digital camera.

The digital photographs and GPS coordinates detailed above are to be included with the inspection reports. The Contractor shall also provide all digital photograph files to the DOT&PF Project Manager, separately from the inspection reports, within a month of each initial inspection. The naming convention of digital photograph submissions should correspond with location name, in the following format: Airport Name, Location ID, and Year. For example, “Akiachak Z13 2017 (1).”

In addition to photo submissions, the Contractor shall include a KML file, compatible with Google Earth, which contains inspection photos and their corresponding locations. The KML file will be used to verify accurate geotagging of images.

TASK 2: DELIVERABLE - PHOTOS AND GPS LOCATIONS OF AIRPORT FEATURES

The Contractor shall:

1. Submit photographs with GPS coordinates required in the inspection report to the DOT&PF Project Manager.
2. Submit complete set of digital photograph files for all airports inspected to the DOT&PF Project Manager no later than November 15, 2020.
3. Submit a KML file, per airport inspected, to the DOT&PF Project Manager no later than November 15, of each year.

All work associated with Tasks #1 and #2 will be reimbursed at the Per Airport Rate submitted by the Successful Offeror.

OPTIONAL ADDITIVE: TASK 3 - EMERGENCY LANDING ZONE (ELZ) LIGHT INSPECTION

Optional additive work is as-needed and based upon funding availability.

If additional work is required, the Project Manager will provide the Contractor a written description of the work and request that the Contractor submit a proposal with a firm time schedule for accomplishing the additional work and a firm price in accordance with the hourly rates identified in the Offeror's Cost Proposal.

Additional work will only be authorized by a written amendment to the contract issued by the Procurement Officer and an NTP issued by the DOT&PF Project Manager. The Contractor will not commence additional work without a written amendment. Any work performed by the Contractor without a valid contract amendment and NTP shall be uncompensated.

The cost for work performed under Task 3 will be at the hourly rate included for Task 3 on the Cost Proposal submitted in response to this RFP. DOT&PF plans to replace the batteries for ELZ lights at approximately 60 airports (See ELA Light Inspection List Attachment B). This task is to quality check the battery replacements at a select number of these facilities as determined by the Project Manager. Subject to authorization and scheduling, this work will be performed at the same time as the 5010 Inspections (Task 1).

The ELZ Light Inspection Task requires a simple inspection to, either confirm the new, previously installed batteries have been installed correctly, or perform the installation of new batteries if the replacement batteries have not yet been installed. Each airport with ELZ lights has a contact person who should have performed the installation of the replacement batteries, which are located at specific locations, determined by the State. The Contractor shall identify the location of and contact the entity that has custody of the Emergency Landing Zone lights in the community. The Contractor will ensure that the batteries have been replaced and properly installed and that the lights are operating properly by turning on each ELZ light to test it.

If the replacement batteries have not yet been installed, the Contractor shall install them. To replace the battery, the unit can be opened with a Phillips head screwdriver. Each ELZ light takes one (1) motorcycle size battery. These batteries will have been mailed to the site previously and can be located by contacting the entity who maintains custody of the lights. The Contractor shall return all the old batteries to the DOT&PF Project Manager for recycling in pre-addressed, postage paid priority mail boxes, provided by the Project Manager.

The State shall initially provide six back-up replacement batteries for the Contractor. These batteries are to be used under either of these circumstances:

- 1 If any of the newly replaced batteries are found to be nonfunctional at the time the Contractor is inspecting their installation, or
- 2 The batteries have not yet been replaced and the Contractor is unable to obtain the set of new batteries from the local point of contact.

The State shall provide contact information for the local parties responsible for the ELZ lights. The Contractor shall attempt to contact these parties prior to traveling to their respective airports to ensure the ELZ lights will be available for inspection during the time and date of the airport visit. The Contractor shall notify the DOT&PF Project Manager if the local contact party is unreachable after two attempts to contact.

If, after the Contractor has established contact with the local party and notified them of the time and date of the airport visit, the ELZ lights and/or that party are unavailable at the time of inspection, the Contractor shall include this in their report. The State will not require return trips to any airport for ELZ inspection or battery replacement.

The Contractor shall submit a report detailing the condition of the ELZ lights, contacts, locations, and batteries. The report shall detail any locations at which the replacement batteries had not yet been installed or are not available at the site for any reason.

OPTIONAL ADDITIVE: TASK 3 DELIVERABLE - EMERGENCY LANDING ZONE (ELZ) LIGHT INSPECTION

The Contractor will perform ELZ Light Inspections for airports identified and authorized by the Project Manager at the same time as Task #1 – 5010 Inspections.

The Contractor will:

1. Ensure that the batteries have been replaced and properly installed and that the lights are operating properly.
2. Replace batteries if necessary.
3. Return all the old batteries to the DOT&PF Project Manager for recycling in pre-addressed, postage paid priority mail boxes, provided by the State.
4. Submit ELZ light reports to the DOT&PF Project Manager for each airport. The reports are due with the airport's inspection report (Task 1) and shall identify:
 - a. The condition of the ELZ lights and batteries, records of any communication with the contact person/party and the locations of the lights and batteries within each community.
 - b. Locations where replacement batteries are not installed or are not available at the site for any reason.

All work associated with Task #3 will be reimbursed at the hourly rate submitted by the successful offeror on their Cost Proposal.

OPTIONAL ADDITIVE: TASK 4 - TERMINAL INSTRUMENT PROCEDURES (TERPS) APPROACH SURFACE SURVEY & CHARACTERIZATION

Optional additive work is as-needed and based upon funding availability.

If additional work is required, the Project Manager will provide the Contractor a written description of the work and request that the Contractor submit a proposal with a firm time schedule for accomplishing the additional work and a firm price in accordance with the hourly rates identified in the Offeror's Cost Proposal.

Additional work will only be authorized by a written contract amendment to the contract issued by the Procurement Officer and an NTP issued by the DOT&PF Project Manager. The Contractor will not commence additional work without a written amendment. Any work performed by the Contractor without a valid contract amendment and NTP shall be uncompensated.

Instrument flight procedures are published for many of the public-use airports included in this contract. Airports with published procedures at the time this RFP was developed, are indicated in Attachment A (current published approaches can also be found at the FAA AeroNav Products digital-Terminal Procedures Publication (d-TPP)/Airport Diagrams website https://www.faa.gov/air_traffic/flight_info/aeronav/digital_products/dtpp/).

The DOT&PF plans to have the Contractor evaluate approach surface slopes at these airports to identify and characterize existing or potential obstructions to the surfaces.

The Contractor shall evaluate the TERPS approach surface off the end of each runway with a published instrument approach to identify existing or potential penetrations to the surface. The TERPS approach surfaces are not the same as the Part 77 approach surfaces evaluated by the Form 5010 Airport Safety Data inspection. However, the evaluation of the TERPS approach surfaces shall be conducted with the same tools and equipment used for evaluation of the controlling obstructions to the Part 77 approach surfaces. Penetrations may include terrain, towers, buildings, or vegetation, among other features.

The Contractor may depict the TERPS approach surface dimensions and penetrations by creating a sketch on a standard form (see Attachment C, TERPS Characterization for an example), over an aerial photograph of the airport, or on the Airport Layout Plan. Distinct penetrations (such as towers or isolated trees) will be characterized by measuring approximate distance from runway end, offset from centerline, and height. Extensive penetrations (such as large areas of forestation or terrain) will be characterized by measuring the high point(s) within each broad area and depicting the approximate extent of the area on the sketch. Photographs of the approach surface are also required. The Contractor shall take photographs from the starting point of the approach surface with views to the approach. Photographs shall be captioned or labeled with Runway End and view direction (e.g., Runway 30, view to NW).

This task work does not require any additional training or certifications; however, familiarity with 14 CFR Part 77, Airport Design Advisory Circular (AC) 150/5300-13A (specifically Section 303. Runway end siting requirements), and FAA Order 8260.3C United States Standard for Terminal Instrument Procedures (TERPS) is necessary to complete the activities. Subject to authorization and scheduling, this work will be performed at the same time as the 5010 inspections and acquisition of photographs (Tasks 1 & 2).

The Contractor shall be compensated at the hourly rate proposed on Attachment F, Cost Proposal.

OPTIONAL ADDITIVE: TASK 4 DELIVERABLE - TERMINAL INSTRUMENT PROCEDURES (TERPS) APPROACH SURFACE SURVEY & CHARACTERIZATION

The Contractor will perform TERPs inspections for airports identified and authorized by the Project Manager at the same time as Task #1 – 5010 Inspections.

The Contactor will:

1. TERPS Approach Surface sketch – for each runway end with a published instrument flight approach procedure, the Contractor will produce a sketch showing locations of penetrations, as described in the Scope of Work. The sketch may be done on a standard form (see Attachment C), over an Airport Layout Plan, or over an aerial photograph of the airport.
2. Photographs of the approach surface, as described in the Task 2 Scope of Work.

All work associated with Task #4 will be reimbursed at the hourly rate submitted by the successful offeror on their Cost Proposal.

TERPs reports (in electronic format) are due to the DOT&PF Project Manager no later than November 15, 2020.

OPTIONAL ADDITIVE: TASK 5 - AIRPORT IMAGERY

Optional additive work is as-needed and based upon funding availability.

If additional work is required, the Project Manager will provide the Contractor a written description of the work and request that the Contractor submit a proposal with a firm time schedule for accomplishing the additional work and a firm price in accordance with the hourly rates identified in the Offeror's Cost Proposal.

Additional work will only be authorized by a written amendment to the contract issued by the Procurement Officer and an NTP issued by the DOT&PF Project Manager. The Contractor will not commence additional work without a written amendment. Any work performed by the Contractor without a valid contract amendment and NTP shall be uncompensated.

The cost for work performed under Task 5 will be at a flat rate included for Task 5 on the Cost Proposal submitted in response to this RFP. Not all DOT&PF airports have accurate or current airport imagery. Subject to authorization and scheduling, this work will be performed at the same time as the 5010 Inspections (Task 1) and at specific airports designated by the Project Manager prior to inspection. This task captures nadir imagery of the entirety of the airport property, including runways, taxiways, aprons, and approaches. Images will be digitally combined into an orthorectified deliverable and referenced to existing airport survey control unless directed otherwise by the DOT&PF Project Manager.

Imagery may be obtained through unmanned aircraft usage or other fixed camera methods. As an alternative to ground surveying, the Contractor may use controlled aerial photography to provide planimetric information. Use of photogrammetric data for this project is subject to the Contracting Agency's approval. As aerial photography may be used for a variety of analyses, the photography shall be natural color and have sufficient scale and resolution to allow for the preparation of the photogrammetric products, which meet the required accuracies and provide economical acquisition. All finished products will be evaluated for meeting, or exceeding, the American Society for Photogrammetry and Remote Sensing (ASPRS) positional accuracy standards. Aerial photography shall be acquired during snow free conditions unless directed otherwise by the Contracting Agency.

Imagery can be obtained in the method determined by the Offeror. Final product shall be submitted in high resolution, uncompressed .TIF format within a month of inspection. Photogrammetry products requested are to be provided at the Contracting Agency's specifications, usually within a range of 3-20cm ground sample distance. This sample is typically collected by manned aircraft, and is suitable for larger project areas such as 1 to 300+ square miles. High accuracy data, such as ground control, is often needed to supplement the photogrammetry processing workflow in order to achieve the desired results. The contracting agency will provide any relevant non-photogrammetry data needed to support these products.

Use of unmanned aircraft will require coordination with the Contracting Agency and compliance with FAA 14 CFR Part 107.

OPTIONAL ADDITIVE: TASK 5 DELIVERABLE - AIRPORT IMAGERY

The Contractor shall:

1. Submit orthorectified photographs at select airports to the DOT&PF Project Manager.

All work associated with Tasks #5 will be reimbursed at the Per Airport Rate submitted by the Successful Offeror.

Airport imagery (in electronic format) is due to the DOT&PF Project Manager within a month of each inspection.

SEC. 3.03 REPORTING AND INVOICING

Monthly Reports: The Contractor shall provide a two-page (typical) report with each monthly billing for months in which services are performed. The report shall specifically describe the services performed, airports inspected, and other items for which the billing is submitted. Any delayed costs from previous billing periods that are included in the current billing must be clearly explained in the report. Each report must include the contract number and all airports inspected.

Monthly Invoices: The monthly billing shall estimate the percent of the services that are complete to date, for that period of performance of the contract. Each invoice must:

- 1 Reference the Contractor name,
- 2 Reference the Contract number,
- 3 Include a copy of the Flight Log(s),
- 4 Include a copy of all fuel invoices,
- 5 Itemize the contract services provided by Deliverable Task number (i.e., Task 1 – airports #1-24),
- 6 Include the Contractor's signed certification that the amount invoiced is for the services described in the Section 3.03, Deliverables during the period invoiced.

The State reserves the right to request copies of payment documents.

SEC. 3.04 TRAVEL LOG

The Contractor must maintain a Travel Log for each vehicle (#1, #2, #3, #4) used to perform the work of this contract. The Travel Log(s) must show the hours flown/traveled, by date and by airports flown/traveled to. A copy of the Travel Log(s) must be included with each invoice submitted, for work which involved use of a vehicle.

SEC. 3.05 CONTRACTOR LIABILITY

The State assumes no responsibility for the aircraft(s) used in performing the authorized work of this contract. The Contractor(s) must use all due caution in landing at and taking off from the airports that are listed in this contract, at which they will perform the work of this contract. The Contractor(s) use the airports assigned to perform the work of this contract at their own risk.

No passengers other than the authorized Contractors performing the authorized work of this contract will be allowed to fly on any aircraft used for the purposes of this contract, unless specifically authorized in writing and in advance by the Commissioner of the DOT&PF.

The authorized Contractor(s) assumes all liability for damages to the aircraft hull and contents used while performing authorized work under this contract. The State recommends, but does not require, aircraft hull coverage. Reference Appendix B1 for specific aircraft liability insurance requirements under this contract.

The State will not take on the potential liability of passengers not covered by the contract in the aircraft when performing work on this contract. All parties in the aircraft (owned by the Contractor) traveling to an airport inspection must be employees of the Contractor.

SEC. 3.06 LICENSES

During the performance of this contract, all aircraft(s) and pilot(s) licenses must be current. **Proof of Pilot licenses, Aircraft Registration, and Standard Airworthiness Certificates must be provided with the offeror's proposal.** The Contractor is responsible for ensuring all necessary licenses are current throughout the term of the contract. The state reserves the right to request current copies of all licenses throughout the full term of this contract, including all renewals.

SEC. 3.07 NTP AMENDMENTS

If the scope work defined in an NTP needs amended or altered, the change will be authorized by a written amendment to the contract issued by the Procurement Officer. The Contractor will not commence additional work under that NTP without a written amendment. Work performed outside the scope of an existing NTP, or before the issuance of a contract amendment to formalize the change in scope shall not be compensated.

SEC. 3.08 SERVICE DEFICIENCIES

The Contractor's failure to provide a service required by this contract will be grounds for the state to issue a Service Deficiency Claim (SDC) to the Contractor. The SDC will be provided to the Contractor in writing. The Contractor will advise the state, in writing, of the corrective action being taken.

If a deficiency is not corrected within 24 hours, the state may issue another SDC and procure, from another Contractor, the services necessary to correct the problem. The Contractor will then be obligated to reimburse the state for the amount required to correct the problem.

If a Contractor gets more than two substantiated SDCs in a 30-day period or a total of three substantiated SDCs, this will be grounds for the state to declare the Contractor in default.

SEC. 3.09 CONTRACT TERM AND WORK SCHEDULE

The contract term and work 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 opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be from the date of award through March 31, 2021, with the option to renew for two (2) additional one-year terms, under the same terms and conditions, as the original contract. Renewals shall

be initiated solely by the state. The year one (1) completion date is a fixed date and will not be adjusted due to delays during the solicitation schedule as seen in Section 1.12.

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. 3.10 CONTRACT TYPE

This contract is a firm, fixed price contract.

SEC. 3.11 PROPOSED PAYMENT PROCEDURES

The state will make payments based on a negotiated payment schedule.

The Contractor shall provide a progress report with each invoice for the month in which services are performed. The report shall specifically describe the completed services, including locations inspected, and estimate the percent of remaining work for completion.

No payment will be made until the report and invoice has been approved by the Project Manager.

SEC. 3.12 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. 3.13 CONTRACT 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.

SEC. 3.14 LOCATION OF WORK

The state will not provide workspace for the Contractor to perform, manage, or complete this work. The Contractor must provide its own workspace.

Inspections shall be performed at the airports identified in Attachment A: "Eligible Public Airports".

By signature on their proposal, the offeror certifies that all services provided under this contract by the Contractor and all sub-contractors 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. 3.15 THIRD-PARTY SERVICE PROVIDERS

Third-Party Service Providers are not permitted in this contract.

SEC. 3.16 SUBCONTRACTORS

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

Subcontractor experience **shall be** considered in determining whether the offeror meets the requirements set forth in 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 manager.

SEC. 3.17 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.18 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. 3.19 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. 3.20 CONTRACT PERSONNEL

Any change of the project team members or subcontractors named in the proposal (See Sec. 1.04) 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. 3.21 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. 3.22 LIQUIDATED DAMAGES

Not applicable

SEC. 3.23 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. 3.24 CONTRACT CHANGES-ANTICIPATED AMENDMENTS

During the course of this contract, the Contractor may be required to perform additional work if funding becomes available. Additional work may consist of the inspection of an airport not included in the original contract work list for reasons such as the facility being newly registered for use by the public. The rate submitted in the Contractor's original Cost Proposal will apply to each airport added to the contract.

Two annual amendments to this contract may occur depending upon funding for additional work to be performed. This additional work will increase the total contract dollar amount. That work will be within the general scope of the initial contract. Following any amendments, a Notice to Proceed (NTP) will be issued to authorize the work.

Other additional work may be emergency landing zone (ELZ) light battery inspections as described in Optional Additives, Task 3 or Terminal Approach Procedures (TERPS) approach surfaces as described in Optional Additives, Task 4, or Airport Imagery as described in Task 5 of Optional Additives. If any Optional Additive are required, the Project Manager will provide the Contractor a written description of the additional work and request that the Contractor submit a firm time schedule for accomplishing the additional work and a firm price for the additional work in accordance with the hourly rates identified in the Offeror's Cost Proposal for Task 3, 4. And a cost per image for Task 5.

The Contractor will not commence additional work without a written contract amendment issued by the Procurement Officer.

SEC. 3.25 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. 3.26 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.

A valid Certificate(s) of Insurance must be provided within five days of the state's request or in advance of contract execution whichever is earlier. The Certificate(s) must show the contract number and the Certificate Holder as: DOT&PF, PO Box 112500, Juneau, AK 99811-2500.

SEC. 3.27 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 of the Standard Agreement Form, attached in Section 8, Attachments.

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. See **Section 1.08** for additional information.

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. See **Section 3** for additional information.

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. See **Section 3** for additional information.

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. See **Section 3** for additional information.

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. See **Section 1.04** for additional information.

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

- title,
- resume,
- location(s) where work will be performed,
- itemize the total cost and the number of estimated hours for each individual named above. ***While staff hours can appear in the Technical Proposal, the cost cannot. No portion of the Cost Proposal shall be included within the body of the Technical Proposal.***

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

SEC. 4.07 COST PROPOSAL

The Cost Proposal (**Attachment F**) included with the package must be completed and sealed separately from the rest of the proposal, and must be clearly identified. No changes or alterations to this Cost Proposal are permitted.

Offerors unit cost proposed for tasks 1 & 2 may not exceed \$1,350.00 annually A unit cost proposed for tasks 1 & 2 that exceeds \$1,350.00 annually will cause the proposal to be found non-responsive and rejected.

Optional Additive Tasks 3 and 4

Offerors must provide an hourly rate for optional additive tasks 3, 4, where the quantities are for evaluation purposes only.

Optional Additive Tasks 5

Offerors must provide a cost per image for evaluation purposes only.

All costs proposed must include all direct and indirect costs proposed for supervision, equipment, supplies, administrative and overhead costs, licensing, wages, insurance, taxes, including, but not limited to, direct expenses, payroll, and fees associated with the performance of the contract.

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 (5%)

Proposals will be evaluated against the questions set out below:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project and has the offeror provided logical solutions to mitigate the concern?
- 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 (15%)

Proposals will be evaluated against the questions set out below:

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology interface with the time schedule in the RFP to ensure completion within the state's schedule?

SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (25%)

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, training, and licenses necessary to perform the contract?
- 6) Does it appear that the offeror can meet the schedule set out in the RFP?
- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 8) To what degree is the proposal practical and feasible?

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

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (25%)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

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

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

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

SEC. 5.05 CONTRACT COST (30%)

Overall, a minimum of 30% of the total evaluation points will be assigned to cost. The cost amount used for evaluation will not be affected by the preferences referenced in Section 6 as this is a federally funded project.

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

Federally Funded Project, not applicable

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

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

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 6.03 SITE INSPECTION

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable

access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

SEC. 6.04 CLARIFICATION OF OFFERS

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

SEC. 6.05 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.06 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section 5, Evaluation Criteria and Contractor Selection.

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

SEC. 6.07 CONTRACT NEGOTIATION

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

negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they will be held at 3132 Channel Drive, Suite 310, 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

Federally Funded Project, not applicable

Sec. 6.12 ALASKA BIDDER PREFERENCE

Federally Funded Project, nor applicable

SEC. 6.13 ALASKA VETERAN PREFERENCE

Federally Funded Project, not applicable

SEC. 6.14 ALASKA OFFEROR PREFERENCE

Federally Funded Project, not applicable

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. In this example, preferences do not apply as this project is federally funded.

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

STEP 2

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

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

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

Offeror #3 receives 33.7 points.

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

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

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

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

STEP 2

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

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

STEP 3

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

Offeror #1	83 points	
Offeror #2	84 points	(74 points + 10 points)
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 Agreement Form for Goods and Non Professional Services Contract including Appendix A. This form is attached in Section 8, Attachments 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 in a separate document. Please include the following information with any change that you are proposing:

1. Identify the provision the offeror takes exception with.
2. Identify why the provision is unjust, unreasonable, etc.
3. Identify exactly what suggested changes should be made.

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: <https://www.state.gov/trafficking-in-persons-report/>

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 ASSIGNMENTS

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. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

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.

SEC. 7.14 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated Federal Tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The Contractor must promptly notify the Procurement Officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the Procurement Officer.
- **After-imposed or Increased Taxes and Duties:** Any Federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the Contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;

- b) The Contractor warrants, in writing, that no amount of the newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in Federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Procurement Officer.
 - **State's Ability to Make Changes:** The State reserves the right to request verification of Federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
 - **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachment A	Eligible Airport List
Attachment B	ELZ Light Inspection List
Attachment C	TERPS Characterization- Sample Reporting Form
Attachment D	Wildlife Survey Questions
Attachment E	Federal Aid Contract Provisions
Attachment F	Cost Proposal
Attachment G	Proposal Checklist
Attachment H	Notice of Intent to Award
Attachment I	Standard Agreement Form including Appendix A
Attachment J	Appendix B1
Attachment K	Proposal Evaluation Form