

STATE OF ALASKA REQUEST FOR PROPOSALS



ALASKA HIGHWAY SAFETY OFFICE COMMUNICATION PLAN RFP 2521H005

ISSUED JULY 27, 2020

THE DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES, ALASKA HIGHWAY SAFETY OFFICE (AHSO) SEEKS THE SERVICES OF A QUALIFIED FIRM TO DEVELOP, IMPLEMENT AND EVALUATE A STATEWIDE STRATEGIC COMMUNICATIONS PLAN TO PROMOTE KEY SAFETY MESSAGES.

ISSUED BY:

DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES
DIVISION OF PROGRAM DEVELOPMENT

PRIMARY CONTACT:

PAUL DICARLO
PROCUREMENT OFFICER
PAUL DICARLO@ALASKA.GOV
(907) 465-8446

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 (DOT&PF), Alaska Highway Safety Office (AHSO) is soliciting proposals from qualified individuals and/or firms to develop, implement and evaluate a statewide strategic communications plan to promote key traffic safety messages.

SEC. 1.02 BUDGET

The Department of Transportation and Public Facilities estimates a total annual budget, not including media buys, of between \$40,000 and \$60,000 for completion of this project. The budgeted amount excludes the cost of paid media. Only actual paid media costs will be reimbursed to the Contractor. The media buy amount will be determined at the beginning of each renewal period. The state may adjust the amount to be more or less depending on funding. Cost Proposals in excess of \$360,000 for the full term of the contract will be deemed non-responsive and the proposal rejected.

Payment for the first term of the contract is subject to federal funds already appropriated and identified.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00** prevailing Alaska Time on **AUGUST 17, 2020**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation. **Faxed, emailed, and oral proposals are not acceptable.**

SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive, offerors must meet these minimum prior experience requirements:

Firm:

1. Offeror must have at least 5 years of experience in developing grassroots public education and outreach campaign.
2. Offeror must have at least 5 years of experience in the development, implementation, and evaluation of a statewide strategic communications plan which details how earned, paid, and owned media will be used to implement targeted communications strategies.
3. Offeror must have at least 5 years of experience buying traditional media in all Alaska markets, including bonuses/special incentives using an in-house, in-state digital media buyer capable of buying and placing media in a variety of digital platforms, including Google, social media platforms, and over-the-top television streaming services. Show a five-year average of \$2 million in gross of any media form purchasing on behalf of Alaska companies and organizations.

Personnel:

1. The offerors contract manager must have at least 5 years of experience managing media campaigns similar nature in the Alaska market, which include grassroots public education, community outreach and strategic planning.

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should 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 proposal and exposure of offeror's proposals upon which award could not be made.

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.

Send questions to - paul.dicarlo@alaska.gov

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** – PHONE **907-465-8446** - FAX **907-465-3124**

SEC. 1.07 RETURN INSTRUCTIONS

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

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

Offerors **must also submit one Attachment 1, Cost Proposal Form in a separate sealed envelope**. No portion of the cost proposal shall be included with the technical proposal. **The Cost proposal must** also be provided in an electronic format such as a thumb-drive or CD.

The cost proposal submitted with the package must be sealed separately from the rest of the proposal and must be clearly identified.

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

**Department of Transportation & Public Facilities
Division of Statewide Procurement
Attention: Paul DiCarlo
Request for Proposal (RFP) Number: 2521H005**

RFP Title: Alaska Highway Safety Office Communication Plan

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 350
Juneau, AK, 99801**

It is the offeror's responsibility to contact the issuing agency at **907-465-8446** to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

Important Note: Overnight express mail delivery to Juneau, Alaska may be not be available.

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; and
- G. that the offers will remain open and valid for at least 90 days.

If any offeror fails to comply with [a] through [g] 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 procurement officer 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 contract to be performed by the offeror.

(e) FEDERAL REQUIREMENTS

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

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 notified 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 website.

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 accordingly. All times are Alaska Time.

- Issue RFP **July 27, 2020** (Minimum 21-days circulation period between issue and deadline for receipt of proposals dates and requires posting on the State of Alaska Online Public notice web site.)
- Deadline for Receipt of Proposals **2:00 PM ON AUGUST 17, 2020**
- Proposal Evaluation Committee complete evaluation by **AUGUST 26, 2020**
- State of Alaska issues Notice of Intent to Award a Contract **SEPTEMBER 1, 2020**
(Minimum period between issuing Notice of Intent and issuing contract is 10 days - to allow time for protests.)
- State of Alaska issues contract **SEPTEMBER 14, 2020**
- Contract start **OCTOBER 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 & 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

No pre-proposal conference will be held for this solicitation.

SEC. 1.14 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

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

SEC. 1.15 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The Alaska Highway Safety Office (AHSO) is seeking proposals from qualified firms, experienced in developing grassroots public education and outreach campaigns, to develop, implement and monitor a statewide strategic communications plan that educates all roadway users about the state's most significant traffic safety problems and what they can do to ensure their safety. The development and implementation of a single, coordinated statewide, strategic communications plan endorsed and supported by the AHSO and its partners will maximize resources and generate efficiencies.

The strategic communications plan should support the initiatives outlined in the AHSO's 2021 Highway Safety Plan (HSP) currently in development. Previous HSPs are available at the following link:

<http://dot.alaska.gov/stwdplng/hwysafety/pubs.shtml>

The emphasis areas outlined in Alaska's Strategic Traffic Safety Plan (SHSP) are available at the following link:

<http://dot.alaska.gov/stwdplng/hwysafety/pubs.shtml>

These areas of emphasis promote the SHSP's *Toward Zero Deaths* (TZD) goal (outlined in the SHSP). The plan should identify opportunities to engage all AHSO partners in rallying around TZD and promoting key safety message/campaigns (e.g., "Click or Ticket," "Drive Sober or Get Pulled Over") and identify new initiatives to change the state's safety culture.

The contractor is responsible for developing, implementing and monitoring the statewide strategic communications plan, in partnership with the AHSO, and other safety and public health agencies/organizations. The goals of the campaign are to:

- educate roadway users about their roles and responsibilities for safely sharing the road;
- change the behavior of roadway users -- motorists, pedestrians, bicyclists, motorcyclists, commercial vehicle drivers -- resulting in a reduction in the incidence of crashes resulting in property damage, injury and/or death; and
- increase public awareness of the enforcement of traffic safety laws in an effort to achieve a zero deaths goal.

The strategic communications plan should support the initiatives outlined in the AHSO's Highway Safety Plan, with a particular focus on impaired, distracted and aggressive driving (which includes speeding); pedestrian, bicycle and motorcycle safety; teen driving and proper restraint for motor vehicle occupants. The contractor will develop an innovative plan that uses paid, earned and owned media, including social media, to address these focus areas. The contractor should review the library of radio and television public service advertisements available at the following link:

<https://dps.alaska.gov/AST/PIO/MediaResources/>

This library was developed in support of previous AHSO and partner education and outreach efforts, as well as other materials developed by the AHSO, its partners and the National Highway Traffic Safety Administration

(NHTSA) (www.nhtsa.gov), and identify opportunities, where appropriate, to incorporate them into the strategic communications plan. All media and collateral materials should be branded (or tagged) with the TZD and AHSO logos.

SECTION 3. SCOPE OF WORK & DELIVERABLES

SEC. 3.01 SCOPE OF WORK & DELIVERABLES

Task 1. Review media and outreach campaigns conducted by AHSO and its partners.

The contractor should undertake an inventory of all paid, earned and owned media efforts initiated by AHSO and its safety partners including the Alaska State Troopers at the following link:

<http://www.dps.state.ak.us/ast/>

The municipal police agencies, Center for Safe Alaskans link:

<https://safealaskans.org/>

Central Peninsula Hospital link:

<http://www.cpggh.org/>

SafeKids Alaska link:

<http://www.safekids.org/in-your-area/coalitions/alaska-state.html>

Other health and safety organizations have increased awareness of the state's most significant traffic safety problems over the past three years. This task should include not only campaigns specific to Alaska, but those efforts conducted in support of national traffic safety initiatives (e.g., "Click it or Ticket"). The inventory should identify the key safety message(s), target audience(s) and outreach method/materials (e.g., paid television spot, brochure, poster, billboard) used in support of each campaign, as well as the timeline (including start and end dates). The contractor should also assess the outreach materials developed by NHTSA's Office of Communications and Consumer Information (OCCI) that address the focus areas listed previously as well as national traffic safety campaigns that can be found at the following link:

www.trafficsafetymarketing.gov.

The purpose of the inventory is to identify opportunities to better coordinate the public outreach efforts of the AHSO and its partners to maximize resources (e.g., funds, staff time), and to determine what could be used (or modified for use) in support of this new contractor-developed strategic communications plan. The contractor should provide an electronic copy of this inventory, and annual updates as new materials are identified/developed to the AHSO.

Task 1 Deliverable – Provide the project director an inventory of all paid, earned and owned media efforts initiated by AHSO and its safety partners by November 1, annually.

Task 2. Development of targeted communication strategies

The contractor will review the data contained in the Alaska HSP and SHSP and other relevant sources identified by the AHSO to understand the magnitude of the state's traffic safety problem and the underlying behavioral factors (e.g., alcohol/drugs, speed, inexperience, lack of belt use) that result in traffic crashes, fatalities and injuries. Focus should be given to the characteristics (e.g., age, sex, and ethnicity) of those individuals most likely to be involved in crashes prompted by specific unsafe behaviors (e.g., speeding, drinking or driving distracted, not

buckling up). The contractor should use the findings from this assessment to develop targeted communications strategies that will help the AHSO and its partners reach key demographic groups with critical safety messages.

Task 2 Deliverable – Provide the project director a list of targeted communications strategies designed to reach key demographic groups with critical safety messages by December 1, annually.

Task 3. Develop strategic communications plan with budget and schedule

The contractor will develop a strategic communications plan in support of the project goals. The plan will detail how earned, paid and owned media will be used to implement the targeted communications strategies developed under Task 2 and the specific responsibilities of the AHSO and its partners in conducting public outreach and education. The plan should include a detailed budget and implementation schedule along with a communications calendar that lists all of the AHSO and partner-related outreach activities to be conducted during a 12-month period (both would require annual updates in subsequent contract years). The plan budget should also include contractor quarterly meetings with the AHSO management which will work with the plan development and implementation.

While every effort should be made to identify opportunities to use the campaign and outreach materials (e.g., advertisements, brochures, posters) identified under Task 1, including re-branding or re-tagging materials with the TZD and AHSO logos, the communications plan should identify additional tools (e.g., public service advertisements, posters) that will be needed to reach the key audiences identified under Task 2. Particular emphasis should be given to leveraging earned media to the greatest extent possible including identifying opportunities to partner with organizations, businesses and other entities that can help AHSO reach its target audiences. The plan and budget should also include the development and dissemination of press materials (e.g., sample releases, op-eds) by the contractor.

The plan should also detail suggested media buys that specify the channel, target audience, safety message, duration/flight, and cost. When negotiating ad buys, priority should be given to channels that have the greatest reach and provide bonuses/special incentives that maximize the budget. Additionally, all bonus media received as a result of ad buys must be used in support of this project.

The contractor should review the AHSO website and any social media channels it is currently using to ensure that the content, tone and appearance supports what is outlined in the strategic communications plan. If the use of social media, beyond what is currently used by the AHSO, is recommended in the communications plan, the contractor will adhere to AHSO website guidelines. The contractor will formally present the plan, budget and calendar to the AHSO for their review, comment and approval.

Task 3 Deliverable – Provide the project director a detailed strategic communications plan with budget and schedule which addresses earned, paid, and owned media by December 1, annually.

Task 4. Implement and monitor the statewide strategic communications plan

Following the AHSO's approval of the statewide strategic communications plan (including budget and calendar), the contractor will work with the AHSO and its partners on implementation. The contractor will be responsible for monitoring, tracking and reporting to the AHSO on a quarterly basis, all paid, earned and owned media activities. The report should assess the activities' effectiveness in reaching the target audience(s) and detail the following:

- paid media tactics used (e.g., radio or TV ad, billboard, bus back), along with channel, duration and impressions generated;
- type and amount of collateral material (e.g., brochure, poster, safety aid) distributed, to whom and for what purpose;
- media coverage of offeror, AHSO and/or partner-related public outreach tactics (e.g., press releases/conference, safety fairs, campaigns) including channel, estimated audience reach/impressions, tone (e.g., neutral, positive, negative), and value/advertising equivalency; and
- online engagement including unique visits to the AHSO website, page clicks and social media activities (e.g., Facebook “Likes,” re-Tweets).

Task 4 Deliverables:

- **Placement of pre-approved ads with paid media (funding for ads to be provided by AHSO).**
- **Quarterly reports which detail all paid, earned and owned of the previous quarter media activities and assess the activities’ effectiveness in reaching the target audience(s) must be submitted in accordance with the dates in SEC 3.08.**

Task 5. Develop and implement post-campaign evaluation

Ongoing evaluation is essential for determining whether the statewide, strategic communications plan is helping the AHSO and its partners increase awareness of key safety messages and ultimately prompting the desired behavior (e.g., buckles up, refrains from drinking and driving, obeys the speed limit) that results in a reduction in motor vehicle crashes. The awarded contractor will work with the AHSO (and its contractor) to include questions in the annual behavioral safety telephone survey that measure public awareness of key safety messages developed and implemented in support of the strategies outlined in the statewide, strategic communications plan. Data gleaned from this survey, as well as other data sources, will be used to annually update the communications plan.

Task 5 Deliverable - Provide the project director a list of questions for behavioral safety telephone surveys.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The AHSO anticipates awarding a 1 year contract commencing on October 1, 2020 and ending on September 30, 2021, with the option of five one-year renewals to be exercised at the sole discretion of the state, contingent on funding and performance

Unless otherwise provided in this RFP, the State and the successful contractor agree: (1) that any extension 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) the procurement officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 3.03 CONTRACT TYPE

This contract is a Firm Fixed Price contract.

SEC. 3.04 PROPOSED PAYMENT PROCEDURES

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

Ad Placement Reimbursement -

When the State Project Manager requests the contractor to purchase or have produced advertising in any media form, the contractor shall be reimbursed the actual cost of the ads placed or production costs.

The actual invoices submitted to the contractor for payment by the supporting vendor for the advertising placement or production must be submitted with the invoice for reimbursement.

Under no circumstance shall the contractor invoice the state in excess of the actual cost of the ad placed or the production costs of items created at the request of the state.

SEC. 3.05 PROMPT PAYMENT FOR STATE PURCHASES

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

SEC. 3.06 CONTRACT PAYMENT

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

Any single contract payment of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

SEC. 3.07 CONTRACT PRICE ADJUSTMENTS

The offered cost per task will remain firm throughout the entire contract term including all renewals.

SEC. 3.08 MANDATORY REPORTING

The contractor must provide Task 4 reporting information to the project director in an electronic format (Excel).

These reports are due 30 days after the end of each quarter. The contractor's failure to provide these reports as required may result in contract default action.

Reporting Period**Due Date**

Federal Fiscal Quarter 1 (Oct 1 – Dec 31):	Jan 31
Federal Fiscal Quarter 2 (Jan 1 - Mar 31):	Apr 30
Federal Fiscal Quarter 3 (Apr 1 - Jun 31):	Jul 31
Federal Fiscal Quarter 4 (Jul 1 - Sept 30):	Oct 31

SEC. 3.09 LOCATION OF WORK

The state **WILL NOT** provide workspace for the contractor. The contractor must provide its own workspace.

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

If the contractor 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. 3.10 THIRD-PARTY SERVICE PROVIDERS

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

SEC. 3.11 SUBCONTRACTORS

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

Subcontractor experience **SHALL NOT** be considered in determining whether the offeror meets the requirements set forth in **SEC. 1.04 PRIOR EXPERIENCE**.

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

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

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

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

SEC. 3.12 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.13 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.14 F.O.B. POINT

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

SEC. 3.15 CONTRACT PERSONNEL

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the project director or procurement officer. Changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 3.16 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 3.17 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 procurement officer has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Transportation & Public Facilities or the Commissioner's designee.

SEC. 3.18 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

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

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

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

SEC. 3.19 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be

apportioned on a comparative fault basis. “Contractor” and “contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the contracting agency’s selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor’s work.

SEC. 3.20 INSURANCE REQUIREMENTS

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the procurement officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

SEC. 3.21 TERMINATION FOR DEFAULT

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

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

SECTION 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.

The following instructions describe the format of how the offeror's proposals should be assembled, and the order in which the proposal is to be submitted. These instructions are provided to ensure a complete submission of the information necessary for an equitable analysis and evaluation of proposals submitted in response to this RFP. Each offeror must provide every component listed below, in the order shown, using the format described for each component. A proposal may be rejected if it is incomplete or conditional in nature.

The RFP response will contain three (3) sections: (1) Proposal Transmittal with Checklist, (2) Technical Component, and (3) Cost Proposal.

Proposal Transmittal <<< SECTION A>>>

The following summary provides the required content and sequential order in which proposals are to be presented. For easier identification of RFP requirements and documentation, DOT&PF recommends that all proposals are assembled as indicated in this section. An offeror's failure to include these items in their proposal may cause their proposal to be determined non-responsive and the proposal may be rejected. At the discretion of the offeror, other items not identified may be supplied with the proposal if the offeror feels that the additional information is pertinent to their proposal response. This list is not all inclusive.

1. Required proposal copies: *Per Section 1.03, Faxed, Emailed, and Oral proposals are not acceptable for this project.*

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

Offerors **must also submit one Attachment 1, Cost Proposal Form in a separate sealed envelope**. No portion of the cost proposal shall be included with the technical proposal. **The Cost proposal must** also be provided in an electronic format such as a thumb-drive or CD.

The cost proposal submitted with the package must be sealed separately from the rest of the proposal and must be clearly identified.

2. Proposal Submittal Letter: Include a transmittal letter containing the complete name (as it appears on the business license) and mailing address of the firm, telephone number, and email address of the contact person for the proposal.

The following information **MUST** be addressed in the letter or as an attachment within the transmittal section.

- ☐ Authorized signature (Section 1.08 (a))
- ☐ Offeror's Certification A-H (Section 1.08 (b))
- ☐ Vendor Tax ID proof OR Vendor Tax ID number (Section 1.08 (c))
- ☐ Conflict of Interest Disclosure (Section 1.08 (d))

- ☐ Federal Requirements (Section 1.08 (e))
- ☐ Review Insurance Requirements (Section 3.20)
- ☐ Valid Alaska Business License Proof (Section 6.02)
- ☐ Review & Agree to Standard Contract Provisions (Section 7.01)
- ☐ Show a five-year average of \$2 million in gross of any media form purchasing on behalf of Alaska companies and organizations. (Section 1.04)
- ☐ Disclosure of Proposal Contents <if applicable> Section 7.08
 - **NOTE:** Offeror's shall not include a disclaimer on all of the proposal pages. If the offeror's proposal includes trade secrets, confidential and other proprietary information, this information must be individually identified and shall include the reason(s) for confidentiality.
 - The Procurement officer will make the determination in writing if the information is to be maintained confidential. Following the Notice of Intent to Award, proposals become public information. Procurement records must include information to support the selection of contractor(s), typically this includes cost, qualifications, and other key components of a proposal.
- ☐ RFP Amendments: All amendments issued for this RFP that require acknowledgement must be signed and included with the proposal [enclose only required signed amendments].
- ☐ RFP Submittal Checklist: The checklist is an integral part of the RFP, it must be signed and be included in the Proposal Transmittal Section (Attachment #6).

Proposal [Technical Component] <<< SECTION B>>>

Overall Technical Proposal Contents: The technical proposal must include the information outlined in Section 1.04 Prior Experience, and Section 4.02 through 4.06 of this RFP. All proposals will be evaluated against Section 5 of this RFP. At a minimum, the following sections must be addressed within the Technical Proposal. No cost information may be included in the technical proposal.

- ☐ Title Page
- ☐ Table of Contents
- ☐ Prior Experience Evidence (Section 1.04)
- ☐ Introduction (Section 4.02)
- ☐ Understanding of the Project (Section 4.03)
- ☐ Methodology Used for the Project (Section 4.04)
- ☐ Management Plan for the Project (Section 4.05)
- ☐ Experience and Qualifications (Section 4.06)

COST PROPOSAL <<< SECTION C>>>

1. **Title Page:** Title page must include the name of the Company/Firm submitting the proposal, RFP Title, RFP number, Proposal Due Date, and must be labeled as Cost Proposal.
2. **Cost Proposal Contents:** The Cost Proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified, and submitted based on the instructions provided in Section 1.08 and Section 4.07 of this RFP.

SEC. 4.02 INTRODUCTION

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

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

SEC. 4.03 UNDERSTANDING OF THE PROJECT

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

SEC. 4.04 METHODOLOGY USED FOR THE PROJECT

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

SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

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

SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP. **Offerors must identify the contract manager and provide evidence showing they meet the requirements in Section 1.04. under Personnel.**

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.

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

SEC. 4.07 COST PROPOSAL

Offerors must complete and submit this Submittal Form. Proposed costs must include all direct and indirect costs associated with the performance of the contract. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

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 1000

SEC. 5.01 UNDERSTANDING OF THE PROJECT (5%)

Proposals will be evaluated against the questions set out below:

- 1) How well does the offeror demonstrate a thorough understanding of the purpose and scope of the project?
- 2) How well does the offeror identify pertinent issues and potential problems related to developing, implementing and evaluating a comprehensive traffic safety communication plan?
- 3) To what degree does the offeror demonstrate an understanding of the full spectrum of deliverables the state expects it to provide?
- 4) Does the offeror demonstrate an understanding of the state's time schedule and can they 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 present 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 proposed approach interface with the time schedule in the RFP and account for any potential problems identified by the offeror?

SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (15%)

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 does the offeror completely and clearly define their approach to ensure accountability?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority, communication and strategy for providing the AHSO with the reporting results of the deliverables of this RFP?
- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract to provide adequate information on how these items would be secured if needed?
- 6) Does it appear that the offeror can meet the schedule set out in the RFP?
- 7) Has the offerors approach gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 8) To what degree is the proposed approach 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) To what extent does the offerors contract manager exceed the required minimum experience in the development of grassroots public education and outreach media campaigns and have they demonstrated how that additional experience will benefit the program?
- b) Are all proposed team members' resumes complete and do they demonstrate the expertise/skill set that are desirable for individuals engaged in developing implementing and evaluation statewide strategic communications plans, developing grassroots public education and outreach campaigns, planning for and implementing targeted communications strategies, and negotiating media buys, including a variety of digital platforms, bonuses/special incentives in similar communications and/or traffic safety related projects.

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

- a) How well has the firm demonstrated experience in delivering projects on time and within budget that develop, implement and evaluate statewide strategic communications plans, develop grassroots public education and outreach campaigns, plan for and implement targeted communications strategies, and negotiate media ad buys, including digital platforms, over-the-top television streaming services using an in-house, in-state media buyer
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm shown they have a five-year average of \$2 million in gross media buys for Alaska companies/organizations?
- d) Has the firm provided letters of reference from previous clients that is comparable to the project deliverables detailed in the RFP?
- e) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

SEC 5.05 CONTRACT COST (40%)

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

This is federally funded and preferences do not apply.

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

This is federally funded and preferences do not apply.

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

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

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

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

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

SEC. 6.03 SITE INSPECTION

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

SEC. 6.04 CLARIFICATION OF OFFERS

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

SEC. 6.05 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.06 EVALUATION OF PROPOSALS

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

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

SEC. 6.07 CONTRACT NEGOTIATION

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

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

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

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

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

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror 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

This is federally funded and preferences do not apply.

Sec. 6.12 ALASKA BIDDER PREFERENCE

This is federally funded and preferences do not apply.

SEC. 6.13 ALASKA VETERAN PREFERENCE

This is federally funded and preferences do not apply.

SEC. 6.14 ALASKA OFFEROR PREFERENCE

This is federally funded and preferences do not apply.

SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS

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

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

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

(a) FORMULA USED TO CONVERT COST TO POINTS

STEP 1

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

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

STEP 2

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

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

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

Offeror #3 receives 33.7 points.

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

(b) ALASKA OFFEROR PREFERENCE

STEP 1

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

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

STEP 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska Offeror 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 Offeror Preference	10 points
Offeror #3	80 points	Alaska Offeror Preference	10 points

STEP 3

Add the applicable Alaska Offeror preference amounts to the offerors' scores:

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

STEP 4

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

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Contract Form for Goods and Non-Professional Services (form SCF.DOC/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 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the RFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

SEC. 7.03 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 7.04 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. 7.05 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. 7.06 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. 7.07 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. 7.08 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. 7.09 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. 7.10 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. 7.11 SEVERABILITY

If any provision of the contract is found to be invalid or 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. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.06 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. 7.13 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

Attachments:

- 1) Attachment #1 - Cost Proposal
- 2) Attachment #2 - Standard Contract Form with Appendix A
- 3) Attachment # 3 - Appendix B1
- 4) Attachment #4 - Proposal Evaluation Form
- 5) Attachment #5 - Federal-Aid Provisions
- 6) Attachment #6 - Checklist
- 7) Attachment #7 - Notice of Intent to Award