

# STATE OF ALASKA REQUEST FOR PROPOSALS



**FINAL**  
**ARCS AND SATELLITE MANAGEMENT, OPERATIONS & TECHNICAL  
MONITORING, DIGITAL UPGRADE, TROUBLE LINE, SUPPORT AND  
ARCS SITE SURVEY**  
**RFP 2021-0200-4665**

ISSUED OCTOBER 16, 2020

THE DEPARTMENT OF ADMINISTRATION, OFFICE OF PROCUREMENT AND PROPERTY MANAGEMENT (OPPM), IS SOLICITING PROPOSALS FROM QUALIFIED AND EXPERIENCED ENTITIES TO PROVIDE TELECOMMUNICATIONS SERVICES RELATED TO THE ALASKA RURAL COMMUNICATION SYSTEMS (ARCS).

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ISSUED BY:

DEPARTMENT OF ADMINISTRATION  
OFFICE OF PROCUREMENT AND PROPERTY  
MANAGEMENT

PRIMARY CONTACT:

JANICE NEAL  
PROCUREMENT OFFICER  
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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 Administration, Office of Procurement and Property Management (OPPM), is soliciting proposals from qualified and experienced entities to provide telecommunications services related to the Alaska Rural Communication Systems (ARCS). This includes:

1. Operating, monitoring, maintaining and repairing the Satellite Interconnection Project (SIP) which transmits programming via satellite to Alaska Rural Communication Systems (ARCS) sites.
2. Continue the ARCS digital upgrade project which has been upgrading ARCS sites from analog to digital transmitters.
3. Operating a toll-free telephone support line for ARCS users to communicate issues with their local sites and conduct a survey to create a data base of information regarding all ARCS sites.

Offerors may submit proposals for Lots 1, 2, or 3 or any combination of the three lots. If submitting proposals for Lots 1, 2, or 3 (or any combination of the three lots), proposals must be submitted separately using the forms designated for each lot.

### SEC. 1.02 BUDGET

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

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:30 PM** prevailing Alaska Time on **NOVEMBER 6, 2020**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

### SEC. 1.04 PRIOR EXPERIENCE

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

- **LOT 1 and 2:** Basic operations for satellite communications systems. Firm must have been in business for at least 3 years in the same line of work as anticipated for each lot.
- **LOT 3:** Current and previous experience operating a help desk phone system and have been in business for at least 3 years.

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

### 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.

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: **JANICE NEAL** – PHONE **907-465-5758** – EMAIL [Janice.Neal@alaska.gov](mailto:Janice.Neal@alaska.gov)

## SEC. 1.07 RETURN INSTRUCTIONS

**Proposals must be submitted via email.** The technical proposal and cost proposal must be saved as separate PDF documents and emailed to [DOA.DGS.info@alaska.gov](mailto:DOA.DGS.info@alaska.gov) as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf”. The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

**It is the offeror’s responsibility to contact the issuing agency at 907-465-2250 to confirm that the proposal has been received.** The state is not responsible for unreadable, corrupt, or missing attachments.

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.

**Department of Administration**  
**Office of Procurement and Property Management**  
**Attention: Janice Neal**  
**Request for Proposal (RFP) Number: 2021-0200-4665**

## SEC. 1.08 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. 1.09 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. 1.10 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, 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.

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. 1.11 RFP SCHEDULE

RFP schedule set out herein represents the state’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.

ACTIVITY	TIME	DATE
Issue Date / DRAFT RFP Released		9/15/2020
Pre-Proposal Conference	10:30 AM	9/18/2020
DRAFT RFP Period Ends		9/25/20
Deadline to Submit Questions (first round)	2:30 PM	9/28/20
Questions Responded to by	TBD	10/1/20
Deadline to Submit Questions (final round)	2:30 PM	10/12/20
Questions Responded to by		10/16/20
FINAL RFP Posted		10/16/20
Deadline for Receipt of Proposals	2:30 PM	11/6/20
Proposal Evaluations Complete		11/17/20
Notice of Intent to Award		11/19/20
Contract Issued		11/30/20
Contract Start		1/1/2021

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 Administration, 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. 1.12 PRE-PROPOSAL CONFERENCE

A pre-proposal teleconference will be held on **SEPTEMBER 18, 2020, at 10:30 AM**, Alaska Time. The purpose of the teleconference is to provide an overview of the RFP and discuss the work to be performed. Offerors will be allowed to ask questions concerning the RFP. Simple questions may be answered during the teleconference. **ALL questions must** be submitted in writing following the pre-proposal conference and will be addressed in the form of an amendment to ensure a complete answer is provided. Questions and answers will be viewable by all interested parties. Refer to Section 1.06 for more details.

This will be a teleconference only, and potential offerors may participate by calling. To dial into the teleconference, please use **1-800-315-6338 or (1-913-904-9376)**, access code **55758#**.

Offerors with a disability needing accommodation should contact the issuing office at (907) 465-5758 prior to the date set for the pre-proposal conference so that reasonable accommodations can be made.

### SEC. 1.13 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. 1.14 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

#### **DOA's Mission for ARCS is to:**

1. Provide critical programs, local information, public telecommunication and new media services that inform and educate television viewers in rural communities that do not have commercial over the air television; and
2. To ensure the infrastructure for the dissemination of non-commercial public television and related services to un-served and underserved Alaskans.
3. Participate in the Emergency Alert System (EAS) Plan as a statewide relay network delivering emergency alerts and EAS tests over ARCS.

#### **State of Alaska Department of Administration (DOA)**

The Alaska Department of Administration (DOA) has wide ranging statutory authorization and duties regarding telecommunication. (AS 44.21) DOA public broadcasting issues including rural television activities are under the Office of Information Technology (OIT). OIT is the successor of the Enterprise Technology Services (ETS) which no longer exists but is sometimes referenced in documents and agreements. Administrative servicing of contracts involving public broadcasting issues is conducted by DOA's Division of Administrative Services (DAS). Procurement matters are supervised by the DOA's Shared Services of Alaska (SSoA) division which includes the Procurement/Purchasing Unit.

#### **Alaska Public Broadcasting Commission (APBC)**

Alaska Public Broadcasting Commission (APBC) is a statutorily established state commission within the DOA that is authorized to provide guidance regarding public broadcasting. Although it has other duties identified in statute the APBC has mostly been the conduit for state funding to public broadcasting stations in Alaska. Funds for that purpose have been discontinued.

#### **Alaska Rural Communication Service (ARCS)**

Alaska Rural Communication Service (ARCS) is a network of low-powered satellite fed television transmitters that offers free, over the air, television and radio programming across much of rural Alaska. It is owned by the State of Alaska and maintained in partnership by the state, the television and radio stations that contribute content, and supported by local communities. The program content is a mix of public and commercial television network and syndicated product, Alaskan produced news and public affairs, and educational and informational programs from a variety of sources. ARCS is the only free-to-watch television for many rural Alaskans and broadcasts Emergency Alerts under the State of Alaska Emergency Alert System Plan (EAS).

#### **Alaska Rural Communication Service Council (ARCS Council)**

The Alaska Rural Communication Service Council (ARCS Council) consists of individuals from each region of Alaska and are responsible for selecting the overall program schedule for staff to follow. The ARCS Council is a policy committee whose members are selected as follows: one consumer member selected from each of the 12 regional nonprofit Native associations in Alaska; one representative from the Department of Education;



one representative from the University of Alaska; one member from the Alaska Public Broadcasting Commission; and a representative from the Bethel Broadcasting Inc. (the current manager station for the Council). In the past, the ARCS Council would hold annual meeting to determine ARCS programming. This programming is provided through a contract the Alaska Department of Administration has with Alaska Public Broadcasting Inc. (APBI).

### **Alaska Public Broadcasting Inc. (APBI)**

Alaska Public Broadcasting Inc. (APBI) has held multiple contracts and grants for these services for over twenty years. As such, APBI has been the primary provider for ongoing maintenance; service and equipment upgrades; coordination of the ARCS Council and content providers; facilitation of the State of Alaska Emergency Alert System Plan (EAS) alerts over ARCS; and, liaison with the Satellite Interconnection Project (SIP).

The State of Alaska Emergency Alert System Plan (EAS) outlines the use of the FCC mandated Emergency Alert System in Alaska. The Plan details the system for the National, State, and Local levels, and the activation authorities at each level. The members of the State Emergency Communications Committee, the Committee responsible for Alaska EAS, are listed, as are the EAS protocols used to send EAS messages. The Plan details the testing of the system and has guidance for Emergency Management and National Weather Service personnel to use when activating the EAS. The Plan also designated the local areas the State has been divided into, gives a template for Local Areas to use when creating their own plans, gives codes for the various locations in Alaska, and also gives instructions for cable operators.

### **Alaska Emergency Alert System (EAS)**

The Emergency Alert System (EAS) is a national public warning system commonly used by state and local authorities to deliver important emergency information, such as weather and AMBER alerts, to affected communities over television and radio. Emergency Alert System participants – radio and television broadcasters, cable systems, satellite radio and television providers, and wireline video providers – deliver state and local alerts on a voluntary basis, but they are required to deliver Presidential alerts, which enable the President to address the public during a national emergency.

### **Rural Television Transmitter Digital Conversion Project**

In 2013 the State Department of Administration received a \$5 million appropriation to upgrade rural analog television transmitters in ARCS to digital. This digital upgrade is mandated by the FCC to occur before July 2021. As many as two hundred and fifty-six (256) were once in operation. It is estimated there are more than 180 (180) communities using the ARCS television system. Alaska Public Broadcasting Inc. (APBI) was contracted to perform the digital conversions. APBI has also been contracted to provide a “hot line” regarding issues with rural television transmitters. In 2019 APBI reported that 97 sites have the digital upgrades “deployed.” It is unknown how many of these “deployed” sites were ever or are currently actually operational. APBI has not maintained a record of their operational status. The DOA has expressed concern that APBI has not provide a definitive answer as to how many “deployed” digital upgrades are operational, and after having reached out to ARCS communities, the DOA shared that some rural communities, including as large as Dillingham, do not have operational equipment. APBI does report that there are still at least 86

communities needing deployment of the upgrades and that these remaining sites have conditions that make them more difficult to deploy and/or make operational than the ones already “deployed” to.

### **Private Commercial Rural Television Information**

Several commercial television programming providers are serving rural Alaska. According to their website Dish TV is available in: Anchorage Fairbanks Wasilla Juneau Eagle River Palmer North Pole Ketchikan Soldotna Kenai Kodiak Sitka Homer Bethel Chugiak Fort Wainwright Elmendorf AFB Barrow Eielson AFB Fort Richardson Seward Unalaska Valdez Nome Delta Junction Big Lake Petersburg Dutch Harbor Kotzebue Dillingham Cordova Willow Haines Wrangell Anchor Point Sterling Douglas Girdwood Craig Tok Kasilof Metlakatla Talkeetna Glennallen Healy Salcha Nikiski Hooper Bay Ninilchik Hoonah Klawock Sand Point Sutton Skagway Togiak King Cove Seldovia Selawik Aniak Chevak Emmonak Point Hope Unalakleet Mountain Village Akutan Kwethluk Kake Fort Yukon Saint Paul Island Yakutat Naknek Galena Alakanuk Houston and Quinhagak.

According to their website GCI TV is available in: Anchorage, Angoon, Bethel, Cordova, Fairbanks, Ft Greely, Homer, Juneau, Kenai and Soldotna, Ketchikan, Kodiak, Kotzebue, Nome, Mat-Su, Petersburg, Seward, Sitka, Utqiagvik, Valdez and Wrangell.

Multiple commercial satellite broadband providers are reported to be planning on providing service to rural Alaska in the near future. Anywhere from 15% to 39% of Alaskans are underserved by internet providers (meaning they have access to none or only one). Satellite internet is the only option to get service to these people: running a fiber line into a rural area with a small population isn't a viable commercial option. Local Alaska television stations are currently streaming their news programming and satellite broadband users may be able to get these local newscasts through the internet.

Multiple satellite internet companies are now eyeing Alaska as the perfect proving ground for their new tech, including low Earth orbit (LEO) satellites. Multiple companies are reported to be planning to use vast numbers of lower-capacity LEO satellites to provide broadband internet connections. In Alaska it is reported that LEO commercial broadband providing operation with service will possibly be available in the near future. It is unknown if such capability would be able to provide television programming (over the top) to rural Alaska as part of internet services.

### **Explanation of the three components:**

The **SIP component** is currently a separate contract and consists of the preparation for transmission of programming (currently conducted by Alaska Public Broadcasting Inc (APBI) in Anchorage and operation and maintenance of the system; which includes an uplink facility currently at the University of Alaska Fairbanks and a satellite (use of which is provided by a contract with SES Government Solutions, Inc. (SES GS)).

The **ARCS Digital Upgrade Project** has been ongoing under contracted with APBI since 2015. APBI has reported that 90 ARCS sites have had digital equipment “deployed” leaving at least 90 sites still to upgrade. The meaning of “deployed” did not necessarily include actually operational but rather that a digital transmission system had been sent to a community. APBI reported to the Legislature that the easy locations had been done but the remaining communities would be much more difficult. Among these 90 sites are fifteen larger communities that require 100-watt transmitters rather than the typical 10-watt ARCS Digital upgrades. The state owns transmitter parts and equipment in various states of completeness which are stored

at the State Surplus Warehouse in Anchorage. Any prevailing proposal needs to include an assessment of this equipment and what additional materials will be needed to complete the project. The cost for additional needed parts and equipment would be an add-on expense paid by the state on an invoice basis. This equipment can be viewed by contacting the Department of Administration Commissioner's Office contact Deputy Commissioner Dave Donley. The current FCC deadline for completion of digital upgrades is July 2021. The state is seeking an extension of that deadline.

The **ARCS toll-free telephone support line** facilitates users to communicate issues with their local sites has been operated by APBI since 2017. Basic technical assistance is provided to callers if possible. The contract has included a provision that the contractor could charge for any remote services provided to repair ARCS sites. As a new deliverable the state is seeking the **creation of a comprehensive data base of information regarding all ARCS sites**. This information should include: operational status of all ARCS sites, the location within communities, the ownership of the property the ARCS equipment is on, estimated extent of any needed repairs, what individuals are maintaining the site, contact information for community leadership, and number of current/potential users within each community.

**Intent of Deployed for this Solicitation:** Deployed should mean, equipment sent, received, installed and operational.

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK AND DELIVERABLES

The offeror will provide the State of Alaska/Office of Information Technology (SOA/OIT) with project management services to include the following:

**LOT 1: Operating, Monitoring, Maintaining and Repairing the State Satellite Television/Broadcasting System, which includes Satellite Interconnection Project (SIP)**

The offeror will provide telecommunications services for operating, monitoring, maintaining and repairing the State Satellite Television/Broadcasting System, which includes Satellite Interconnection Project (SIP) which provides transmission to the Alaska Rural Communication Systems (ARCS).

In doing so the offeror will work with and co-ordinate with the University of Alaska Fairbanks uplink provider and SES Government Solutions, Inc. (SES GS) which has a contract with the state to provide satellite use. The offeror will work with the ARCS Council and Alaska public broadcasters to facilitate providing the programming for transmission to ARCS sties. The offeror will facilitate ARCS participation in the Emergency Alert System (EAS) Plan.

**LOT 2: The Digital Upgrade Project**

The Federal Communications Commission (FCC) is requiring the conversion of all remote broadcast transmission equipment from analog to digital prior to July 31, 2021. The Digital Upgrade Project is a continuation of the current project to upgrade all ARCS transmitters to digital.

Management of the ARCS Digital Television (DTV) Conversion Project including the delivery, installation, and implementation of low power digital television transmitter systems in 182 targeted communities with an additional 15 units as spares. ARCS site transmission systems are spread across remote regions of Alaska. The offeror will oversee a project budget for the equipment, freight, installation, administrative and contingency costs relative to the execution of the statewide digital upgrade project.

Maintain oversight of and direct alterations as needed to the design specifications for each station taking into consideration input from manufacturers, vendors, engineers, as well as the abilities of community organizations that house and maintain the systems, the needs of viewers who use the service and the available source materials from which the service will be comprised.

Coordinate with SOA/OIT to carry out requisite procurement procedures during the execution of vendor contracts, to acquire the appropriate FCC licensing for each of the sites, and to provide an initial inventory of newly purchased equipment and work with local communities regarding the disposition of the outgoing analog systems.

Coordinate with local community volunteer leaders and appropriate stakeholders in the ARCS service areas to inform viewers and users of the conversion process, to prepare for installation of the new equipment at the ARCS sites, and to assist with local inquiries regarding DTV reception equipment so as to minimize service interruptions to viewers.

The offeror will assess sites requiring changes to infrastructure required to accommodate new digital multichannel service and will coordinate needed modifications. This may include the repair and renovation of existing infrastructure at ARCS sites as funds are available. This infrastructure includes satellite dishes, transmission towers, and any wiring a equipment needed to facilitate making digital transmitters operational. The offeror will oversee a project budget for the equipment, freight, installation, administrative and contingency costs relative to the execution of such a statewide ARCS site infrastructure project. The offeror will follow up site conversions on an as needed basis, including initial systems troubleshooting, performance of extended service agreements with vendors and manufacturers, as well as viewer

inquiries regarding individual DTV receivers and home reception. Coordinate with and advise the ARCS Council to implement program schedule changes once conversion to the multichannel digital service is substantially complete.

The offeror will contract with the SOA/OIT to manage the project, including coordination of all phases.

### **Design**

- Work with vendors, manufacturers, engineers, etc., to
  - assure systems purchased meet design specifications
  - conduct equipment testing and firmware changes as needed prior to and following deployment

### **Purchasing**

- Work with SOA/OIT for execution of contract and fulfillment.
- Inventory new equipment
  - At direction of SOA/OIT, make initial record of purchases
  - Assign and inventory control (bug number) identification stickers to appropriate equipment
  - Transmit to SOA/OIT list of equipment and assigned ID numbers

### **Equipment Rollout and Turnup**

- Work with local community organizations to prepare for conversion including site preparation and documentation
  - space and power
  - satellite dish
  - broadcast tower and antenna
- For sites requiring specialized installation, coordinate with SOA and communities to provide transportation and logistics.

### **Implementation**

- Licensing: Work with SOA/OIT on acquiring FCC permits
  - Coordinate progress of target sites for permit filing with OIT
  - Provide site specific data to OIT for filings requiring additional work
  - Verify site by site completion of conversion for final filing of FCC licenses
- Programming:
  - Coordinate with ARCS Council on selection of content for the expansion of program streams from a single channel to four television channels
  - Coordinate with SIP users and program providers for use of content on the ARCS multichannel platform

### **Community Outreach & Education**

- Continue to promote conversion to end users and stakeholders
  - Inform local communities of impending equipment upgrades and conversion
- Continue responses to viewer inquiries regarding acquisition of DTV reception equipment that will be required to watch ARCS following conversion
  - Set top box (STB) Converters and new TVs with built in receivers

### **Contingencies**

- Assess those sites requiring changes to infrastructure required to accommodate new digital multichannel service
  - Transmit antenna
  - Delivery chain from downlink to transmit site
  - Frequency change

- Work with SOA/OIT to apply appropriated funds to acquire and install equipment required to modify existing infrastructure to accommodate digital transmission systems.

**Follow-Up**

- Troubleshoot initial system issues
- Work with vendor to service component failures
- Continue work with individual viewers to program their receivers
  - See outreach above
  - Acquire demos and manuals for use in help-by-phone
- Coordinate with ARCS Council to make program changes to primary single channel stream after digital conversion is complete.
- Disposition of old analog systems
  - Coordinate with SOA/OIT to implement disposition of old transmitters, modulators, satellite receivers to surplus or junk status; remove from SOA inventory

**LOT 3: Trouble Line, Support and ARCS Site Survey:**

The offeror will provide a toll-free telephone number for viewers in ARCS communities to call to report problems or outages, conduct an ARCS site survey, and maintain a data base regarding the current status of ARCS sites.

This trouble line support number will have voice mail and will be published.

The offeror will:

- 1) Answer questions from community members, legislators and state personnel regarding the status of a community's ARCS service;
- 2) Log and track calls by community and provide a monthly report for calls placed through the toll-free hotline on the problems or outages being reported and the action that was taken to correct the problem;
- 3) Work with local volunteers in the community to trouble shoot the equipment and technical issues, make decisions and recommendations on solutions, including getting the equipment shipped to the communities, securing parts and repairs, shipping equipment to repair points and shipping repaired equipment back to the community;
- 4) Respond to ARCS program complaints and questions from the general public and legislature;
- 5) Provide technical support for all users of the system. All technical questions will be handled by the staff, including seeking advice and information from more knowledgeable entities when needed;
- 6) Provide telephone-based troubleshooting for user technical questions regarding integrated receiver decoders (IRD) and encoder failures;
- 7) Provide appropriate referrals for needed repairs.
- 8) Provide a single point of contact for all technical matters related to the SIP, its equipment (primarily for the encoders and integrated receiver-decoders that serve the channels managed and provided by the SIP) and the services provided.
- 9) The contractor shall survey ARCS sites to provide an assessment on current locations of systems and identify the operational status of all digital transmitters that are currently deployed. The contractor shall create a status list identifying who was communicated with, when they were communicated with, contact information for who has

physical control over the ARCS equipment, the location of ARCS equipment, the status of the ARCS equipment and the community interest in having free over the air television available and the approximate number of users in locations where it is currently operational.

Interested offerors will be provided the opportunity to participate in a site survey and view the transmitter parts and equipment at the State Surplus Warehouse. The site survey is optional and at the vendor's own cost. The state will not reimburse for travel or any other expenses associated with the site visit. The department has yet to determine a date and time for the site visit and will provide an amendment with that information and notify all interested parties.

### SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, **January 1, 2021 through December 30, 2021** with four (4) one-year optional renewals to be exercised at the sole discretion of the State.

Unless otherwise provided in this RFP, the State and the successful offeror/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.

### 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 Administration 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 METHOD OF AWARD

The State of Alaska will be awarding by lot:

1. Operating, monitoring, maintaining and repairing the Satellite Interconnection Project (SIP) which transmits programming via satellite to Alaska Rural Communication Systems (ARCS) sites.

2. Continue the ARCS digital upgrade project which has been upgrading ARCS sites from analog to digital transmitters.
3. Operating a toll-free telephone support line for ARCS users to communicate issues with their local sites and conduct a survey to create a data base of information regarding all ARCS sites.

Offerors may submit proposals for Lots 1, 2, or 3 or any combination of the three lots. If submitting proposals for Lots 1, 2, or 3 (or any combination of the three lots), proposals must be submitted separately using the forms designated for each lot. Proposals that are qualified, for instance offering a discount contingent on being awarded all three lots, submitted using the incorrect form(s), or otherwise restrict the rights of the State may be deemed non-responsive and rejected per Section 7.07 Right of Rejection.

### SEC. 3.08 LOCATION OF WORK

The location(s) for Lot 1 and 2 work is to be performed, completed and managed is at the vendors location and various DTV locations (approximately 182) within the State of Alaska.

The location(s) Lot 3 work is to be performed, completed and managed is at the vendors location.

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

**TRAVEL APPLIES TO LOTS 1 AND 2 ONLY:** Travel is to be determined based on services and repairs that are required. The state will pay separately for all travel expenses of the contractor that are required to perform service as described in this RFP. All necessary travel must be preapproved by the Project Manager or the Project Manager's designee by the state 14 days prior to the travel date. Contractor travel to locations must be in compliance with the Alaska Administration Manual (AAM). If the contractor's personnel are required to travel for onsite work at a location, the contractor will be reimbursed in accordance with state travel policies as follows; for air travel (AAM 60.050), for lodging (AAM 06.240), and for meals and incidentals (AAM 60.250). The contractor must use the most cost-effective travel itinerary. Under no circumstances shall a dealer increase their profit margin through rural travel costs.

All travel to work locations must begin and end in Anchorage unless by traveling through another location an offeror can purchase a lower priced ticket.

The contractor will not bill the state for time in travel status.

Reimbursement of hotel costs shall be at cost as invoiced. The contractor shall, when possible, utilize moderately priced hotels comparable to those used by State of Alaska employees.

Per-diem for meals shall be limited to the amount listed for state employees under the state AAM 60. No reimbursement shall be made for alcoholic beverages, entertainment, gratuities or what might otherwise be considered normal living expenses.

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

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

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

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



### SEC. 3.09 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must complete the Submittal Form identified in Section 4.02 of this RFP.

An offeror's failure to provide this information with their proposal may cause the state to consider their proposal non-responsive and reject it.

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 state may require a signed written statement from each subcontractor that clearly verifies the subcontractor is committed to provide the good or services required by the contract.

The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director or procurement officer.

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

### SEC. 3.10 JOINT VENTURES

Joint ventures will not be allowed.

### SEC. 3.11 RIGHT TO INSPECT PLACE OF BUSINESS

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

### SEC. 3.12 F.O.B. POINT

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

### SEC. 3.13 CONTRACT PERSONNEL

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

### SEC. 3.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director 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. 3.15 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 Administration or the Commissioner's designee.

### SEC. 3.16 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. 3.17 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. 3.18 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. 3.19 TERMINATION FOR DEFAULT

If the project director or procurement officer 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 7. ATTACHMENTS.**

## SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as their proposal. An electronic copy of the forms is posted along with this RFP. Offerors shall not re-create these forms, create their own forms, or edit the format structure of the forms unless permitted to do so.

Unless otherwise specified in this RFP, the Submittal Forms shall be the offeror’s entire proposal. Do not include any marketing information in the proposal.

**Any proposal that does not follow these requirements may be deemed non-responsive and rejected.**

### SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

The offeror must ensure that their proposal meets all special formatting requirements identified in this section.

**Documents and Text:** All attachment documents must be written in the English language, be single sided, and be single spaced with a minimum font size of 10. Pictures or graphics may be used if the offeror feels it is necessary to communicate their information, however, be aware of the below requirements for page limits.

**Page Limits:** Some Submittal Forms listed below have maximum page limit requirements. Offerors must not exceed the maximum page limits. Note, the page limit applies to the front side of a page only (for example, ‘1 Page’ implies that the offeror can only provide a response on one side of a piece of paper).

<b><u>LOT 1: Operating, Monitoring, Maintaining and Repairing the State Satellite Television/Broadcasting System, which includes Satellite Interconnection Project (SIP)</u></b>	<b>Maximum Page Limits</b>
<b>Submittal Form</b>	
Submittal Form A – Offeror Information and Certifications	
<b>Submittal Form B – Experience and Qualifications</b>	<b>5</b>
<b>Submittal Form C – Understanding of the Project</b>	<b>5</b>
<b>Submittal Form D – Methodology Used for the Project</b>	<b>5</b>
<b>Submittal Form E – Management Plan for the Project</b>	<b>5</b>
Submittal Form F – Subcontractors	
Submittal Form G – Cost Proposal	

<b><u>LOT 2: The Digital Upgrade Project</u></b>	<b>Maximum Page Limits</b>
<b>Submittal Form</b>	
Submittal Form A – Offeror Information and Certifications	
<b>Submittal Form B – Experience and Qualifications</b>	<b>5</b>
<b>Submittal Form C – Understanding of the Project</b>	<b>5</b>
<b>Submittal Form D – Methodology Used for the Project</b>	<b>5</b>
<b>Submittal Form E – Management Plan for the Project</b>	<b>5</b>
Submittal Form F – Subcontractors	
Submittal Form G – Cost Proposal	

<b><u>LOT 3: Trouble Line, Support and ARCS Site Survey</u></b> <b>Submittal Form</b>	<b>Maximum Page Limits</b>
Submittal Form A – Offeror Information and Certifications	
<b>Submittal Form B – Experience and Qualifications</b>	<b>5</b>
<b>Submittal Form C – Understanding of the Project</b>	<b>5</b>
<b>Submittal Form D – Methodology Used for the Project</b>	<b>5</b>
<b>Submittal Form E – Management Plan for the Project</b>	<b>5</b>
Submittal Form F – Subcontractors	
Submittal Form G – Cost Proposal	

Any Submittal Form that is being evaluated and does not follow these instructions may receive a ‘1’ score for the evaluated Submittal Form, or the entire response may be deemed non-responsive and rejected. Failure to submit any of the Submittal Forms will result in the proposal being deemed non-responsive and rejected.

#### **SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)**

The offeror must complete and submit this Submittal Form. The form must be signed by an individual authorized to bind the offeror to the provisions of the RFP.

By signature on the form, the offeror certifies 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.

The Submittal Form also requests the following information:

- a) The complete name and address of offeror’s firm along with the offeror’s Tax ID.
- b) Information on the person the state should contact regarding the proposal.
- c) Names of critical team members/personnel.
- d) Addenda acknowledgement.
- e) Conflict of interest statement.
- f) Federal requirements.
- g) Alaska preference qualifications.

An offeror's failure to address/respond/include these items may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

#### **SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)**

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

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract along with their titles and location(s) where work will be performed.

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

**SPECIAL NOTE:** The offeror shall not disclose their costs in this Submittal Form. This Submittal Form shall be kept anonymous and must not contain any names that can be used to identify who the offeror is and cannot exceed the page limit (as described in Section 4.02).

#### **SEC. 4.05 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)**

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

**SPECIAL NOTE:** The offeror shall not disclose their costs in this Submittal Form. This Submittal Form shall be kept anonymous and must not contain any names that can be used to identify who the offeror is and cannot exceed the page limit (as described in Section 4.02).

#### **SEC. 4.06 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D)**

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.

**SPECIAL NOTE:** The offeror shall not disclose their costs in this Submittal Form. This Submittal Form shall be kept anonymous and must not contain any names that can be used to identify who the offeror is and cannot exceed the page limit (as described in Section 4.02).

#### **SEC. 4.07 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)**

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.

**SPECIAL NOTE:** The offeror shall not disclose their costs in this Submittal Form. This Submittal Form shall be kept anonymous and must not contain any names that can be used to identify who the offeror is and cannot exceed the page limit (as described in Section 4.02).

#### **SEC. 4.08 SUBCONTRACTORS (SUBMITTAL FORM F)**

If using subcontractors, the offeror must complete and submit this Submittal Form.

#### **SEC. 4.09 COST PROPOSAL (SUBMITTAL FORM G)**

Offerors must complete and submit this Submittal Form. Proposed costs must all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time

devoted to the project, and profit. 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.

## SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

### SEC. 5.01 SUMMARY OF EVALUATION PROCESS

The state will use the following steps to evaluate and prioritize proposals:

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate specific parts of the responsive proposals.
- 3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

### SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: 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.

#### **LOT 1: Operating, Monitoring, Maintaining and Repairing the State Satellite Television/Broadcasting System, which includes Satellite Interconnection Project (SIP)**

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria		Weight
Experience and Qualifications	(Submittal Form B)	75
Understanding of the Project	(Submittal Form C)	150
Methodology Used for the Project	(Submittal Form D)	150
Management Plan for the Project	(Submittal Form E)	125
	Total	500

Cost Criteria		Weight
Cost Proposal	(Submittal Form F)	400



Total	400
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Preference Criteria	Weight
Alaska Offeror Preference (if applicable)	100

Total	100
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**LOT 2: The Digital Upgrade Project**

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria		Weight
Experience and Qualifications	(Submittal Form B)	75
Understanding of the Project	(Submittal Form C)	150
Methodology Used for the Project	(Submittal Form D)	150
Management Plan for the Project	(Submittal Form E)	125
Total		500

Cost Criteria		Weight
Cost Proposal	(Submittal Form F)	400
Total		400

Preference Criteria	Weight	
Alaska Offeror Preference (if applicable)	100	
Total		100

**LOT 3: Trouble Line, Support and ARCS Site Survey:**

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria		Weight
Experience and Qualifications	(Submittal Form B)	75
Understanding of the Project	(Submittal Form C)	150
Methodology Used for the Project	(Submittal Form D)	150
Management Plan for the Project	(Submittal Form E)	125
Total		500

Cost Criteria		Weight
Cost Proposal	(Submittal Form F)	400
Total		400

Preference Criteria	Weight
Alaska Offeror Preference (if applicable)	100
Total	100

### SEC. 5.03 SCORING METHOD AND CALCULATION

The PEC will evaluate responses against the questions set out in Sections 5.04 through 5.07 and assign a single score for each section. Offerors' responses for each section will be rated comparatively against one another with each PEC member assigning a score of 1, 5, or 10 (with 10 representing the highest score, 5 representing the average score, and 1 representing the lowest score). Responses that are similar or lack dominant information to differentiate the offerors from each other will receive the same score. Therefore, it is the offeror's responsibility to provide dominant information and differentiate themselves from their competitors.

After the PEC has scored each section, the scores for each section will be totaled and the following formula will be used to calculate the amount of points awarded for that section:

$$\frac{\text{Offeror Total Score}}{\text{Highest Total Score Possible}} \times \text{Max Points} = \text{Points Awarded}$$

**Example (Max Points for the Section = 100):**

	PEC Member 1 Score	PEC Member 2 Score	PEC Member 3 Score	PEC Member 4 Score	Combined Total Score	Points Awarded
<b>Offeror 1</b>	10	5	5	10	30	75
<b>Offeror 2</b>	5	5	5	5	20	50
<b>Offeror 3</b>	10	10	10	10	40	100

**Offeror 1** was awarded 75 points:

$$\frac{\text{Offeror Total Score (30)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (75)}$$

**Offeror 2** was awarded 50 points:

$$\frac{\text{Offeror Total Score (20)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (50)}$$

**Offeror 3** was awarded 100 points:

$$\frac{\text{Offeror Total Score (40)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (100)}$$

## SEC. 5.04 EXPERIENCE AND QUALIFICATIONS

This portion of the offeror's proposal will be evaluated against the following questions:

### **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 UNDERSTANDING OF THE PROJECT

This portion of the offeror's proposal will be evaluated against the following questions:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

## SEC. 5.06 METHODOLOGY USED FOR THE PROJECT

This portion of the offeror's proposal will be evaluated against the following questions:

- 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?

## SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT

This portion of the offeror's proposal will be evaluated against the following questions:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?

- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 7) To what degree is the proposal practical and feasible?
- 8) To what extent has the offeror identified potential problems?

## SEC. 5.08 CONTRACT COST (COST PROPOSAL)

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

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

### **Example (Max Points for Contract Cost = 400):**

#### **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 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

#### **Offeror #1 receives 400 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, 400 points.

#### **Offeror #2 receives 374.3 points.**

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 374.3$$

#### **Offeror #3 receives 336.8 points.**

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 336.8$$

## SEC. 5.09 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

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

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

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

## SEC. 5.10 ALASKA BIDDER PREFERENCE

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

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

### **Alaska Bidder Preference Certification Form**

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. An offeror’s failure to provide this completed form with their proposal will cause the state to disallow the preference.

## SEC. 5.11 ALASKA VETERAN PREFERENCE

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

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

D. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

#### Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

### SEC. 5.12 ALASKA OFFEROR PREFERENCE

Per 2 AAC 12.260, if an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points, which will be added to the offeror's overall evaluation score.

#### Example:

##### Step 1

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

1000 Total Points Available in RFP x 10% Alaska Offeror preference = 100 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 proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	830 points	No Preference	0 points
Offeror #2	740 points	Alaska Offeror Preference	100 points
Offeror #3	800 points	Alaska Offeror Preference	100 points

##### Step 3

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

Offeror #1	830 points
Offeror #2	840 points (740 points + 100 points)
<b>Offeror #3</b>	<b>900 points (800 points + 100 points)</b>

**Offeror #3** is the

### SEC. 5.13 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 list the names of all offerors and identify the offeror selected for award.

## SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

### SEC. 6.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the project director or procurement officer. 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** 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 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached with the RFP 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, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), 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 that the offeror takes exception with.

- 2) Identify why the provision is unjust, unreasonable, etc.
- 3) Identify exactly what suggested changes should be made.

## SEC. 6.04 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. 6.05 PROPOSAL AS PART OF THE CONTRACT

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

## SEC. 6.06 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. 6.07 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. 6.08 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. 6.09 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. 6.10 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 contracting officer does so, and if the contracting 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 contracting 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. 6.11 ASSIGNMENT

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

## SEC. 6.12 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. 6.13 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. 6.14 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.08 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. 6.15 SOLICITATION ADVERTISING

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

## SEC. 6.16 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. 6.17 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. 6.18 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. 6.19 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held at 333 Willoughby Ave STE 801 Juneau, AK 99801.

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

**333 WILLOUGHBY AVE STE 801  
JUNEAU, AK 99801**

## SEC. 6.20 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. 6.21 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 contact 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.

## SEC. 6.22 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."

## SECTION 7. ATTACHMENTS

### SEC. 7.01 ATTACHMENTS

**Attachments:**

- 1) Proposal Evaluation Form
- 2) Standard Agreement Form - Appendix A
- 3) Notice of Intent to Award

**Attachments separate to RFP document:**

Submittal Forms A – F - LOT 1: Operating, Monitoring, Maintaining and Repairing the State Satellite Television/Broadcasting System, which includes Satellite Interconnection Project (SIP)

Submittal Forms A – F - LOT 2: The Digital Upgrade Project

Submittal Forms A – F - LOT 3: Trouble Line, Support and ARCS Site Survey

Submittal Form G - Cost Sheet - LOT 1: Operating, Monitoring, Maintaining and Repairing the State Satellite Television/Broadcasting System, which includes Satellite Interconnection Project (SIP)

Submittal Form G - Cost Sheet - LOT 2: The Digital Upgrade Project

Submittal Form G - Cost Sheet - LOT 3: Trouble Line, Support and ARCS Site Survey

DTV Deployed List

ARCS Lat and Long Coordinates

# ATTACHMENT 1: PROPOSAL EVALUATION FORM

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

Offeror Name: \_\_\_\_\_  
 Evaluator Name: \_\_\_\_\_  
 Date of Review: \_\_\_\_\_  
 RFP Number: 2021-0200-4665

## EVALUATION CRITERIA AND SCORING

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

### 5.04 Experience & Qualifications—5 Percent

**Maximum Point Value for this Section - 50 Points**

**1000 Points x 5 Percent = 50 Points**

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

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

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

NOTES:

#### **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?

NOTES:

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

**5.05 Understanding of the Project— 15 Percent**

**Maximum Point Value for this Section - 150 Points**

**1000 Points x 15 Percent = 150 Points**

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

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

NOTES:

**EVALUATOR'S POINT TOTAL FOR 5.05:** \_\_\_\_\_

**5.06 Methodology for the Project— 15 Percent**

**Maximum Point Value for this Section - 150 Points**

**1000 Points x 15 Percent = 150 Points**

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

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?

NOTES:

**EVALUATOR'S POINT TOTAL FOR 5.06:** \_\_\_\_\_

**5.07 Management Plan for the Project— 5 Percent**

**Maximum Point Value for this Section - 50 Points**

**1000 Points x 5 Percent = 50 Points**

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

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?

- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 7) To what degree is the proposal practical and feasible?
- 8) To what extent has the offeror identified potential problems?

NOTES:

**EVALUATOR'S POINT TOTAL FOR 5.07:** \_\_\_\_\_

**EVALUATOR'S COMBINED POINT TOTAL FOR ALL EVALUATED SECTIONS:** \_\_\_\_\_

**5.08 Contract Cost — 40 PERCENT**

**Maximum Point Value for this Section — 400 Points**

**1000 Points x 30 PERCENT = 400 Points**

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

**Converting Cost to Points**

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

**5.12 Alaska Offeror Preference — 10 Percent**

**Point Value for this Section — 100 Points**

**1000 Points x 10 Percent = 100 Points**

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



## ATTACHMENT 2: STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

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

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
<b>This contract is between the State of Alaska,</b>			
8. Department of	Division	hereafter the State, and	
9. Contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. <b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>ARTICLE 2. Performance of Service:</b></p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p><b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins _____, and ends _____.</p> <p><b>ARTICLE 4. Considerations:</b></p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of	Attention: Division of		
Mailing Address	Attention:		
<b>12. CONTRACTOR</b>		<p>14. <b>CERTIFICATION:</b> I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.</p>	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
<b>13. CONTRACTING AGENCY</b>		Signature of Head of Contracting Agency or Designee	Date
Department/Division	Date		
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

**NOTICE: This contract has no effect until signed by the head of contracting agency or designee.**

## APPENDIX A GENERAL PROVISIONS

### **Article 1. Definitions.**

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

### **Article 2. Inspections and Reports.**

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

### **Article 3. Disputes.**

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

### **Article 4. Equal Employment Opportunity.**

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

### **Article 5. Termination.**

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

### **Article 6. No Assignment or Delegation.**

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

### **Article 7. No Additional Work or Material.**

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

### **Article 8. Independent Contractor.**

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

**Article 9. Payment of Taxes.**

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

**Article 10. Ownership of Documents.**

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

**Article 11. Governing Law; Forum Selection**

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

**Article 12. Conflicting Provisions.**

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

**Article 13. Officials Not to Benefit.**

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

**Article 14. Covenant Against Contingent Fees.**

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

**Article 15. Compliance.**

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

**Article 16. Force Majeure:**

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

**ATTACHMENT 3: NOTICE OF INTENT TO AWARD A CONTRACT**



Department of Administration  
Division of General Services  
Seventh Floor - State Office Bldg.  
333 Willoughby Street  
P.O. Box 110210  
Juneau, Alaska 99811-0210

**THIS IS NOT AN ORDER**

**DATE ISSUED:**

**RFP NO.:**

**RFP OPENING DATE:**

**RFP SUBJECT:**

**CONTRACTING OFFICER:**

**SIGNATURE:** \_\_\_\_\_

This is notice of the state's intent to award a contract. The figures shown here are a tabulation of the offers received with the apparent low bidder(s) indicated. A bidder who wishes to protest this Notice of Intent must file the protest within ten calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **Bidders, identified here as the apparent low responsive bidders, are instructed not to proceed until a Purchase Order, Contract Award, or other form of notice is given by the Contracting Officer.** A company or person who proceeds prior to receiving a Purchase Order, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.

(REV 05/08/90)

Offerors	Responsive	Total Score	Most Advantageous

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

**SUMMARY**