

STATE OF ALASKA INFORMAL REQUEST FOR PROPOSALS (RFP)



STRATEGIC PLANNING & PERFORMANCE MANAGEMENT SUPPORT SERVICES – FEDERALLY FUNDED RFP NUMBER 2522H039

ISSUED JANUARY 13, 2022

THE ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES (ALASKA DOT&PF) IS SEEKING PROFESSIONAL CONSULTING SERVICES TO SUPPORT A TRANSITION TO STRATEGIC PLANNING AND PERFORMANCE-BASED PLANNING AND PROGRAMMING (PBPP). CONSULTING SERVICES INCLUDE DEVELOPING A STRATEGIC ROADMAP, PRE-SCREENING AND PROJECT EVALUATION METHODS, AND, PERFORMING DATA ANALYTICS AND DATA SCIENCE SERVICES.

ISSUED BY:

DEPARTMENT OF TRANSPORTATION & PUBLIC
FACILITIES
DIVISION OF PROGRAM DEVELOPMENT &
STATEWIDE PLANNING

PRIMARY CONTACT:

JANICE NEAL
PROCUREMENT OFFICER
JANICE.NEAL@ALASKA.GOV
(907) 465-8558

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Transportation & Public Facilities, Division of Program Development & Statewide Planning, is soliciting proposals for Strategic Planning and Performance-Based Planning & Programming Support Services; A MORE DETAILED DESCRIPTION Is included in the SCOPE OF WORK Section 3.

SEC. 1.02 BUDGET

Department of Transportation & Public Facilities, Division of Program Development & Statewide planning, estimates a budget of between \$275,000 and \$350,000 dollars for completion of this project. Proposals priced at more than **\$350,000 DOLLARS** will be deemed non-responsive.

Payment for the contract is subject to funds already appropriated and identified.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 PM** prevailing Alaska Time on **FEBRUARY 4, 2022**. 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 complete **Attachment #6** and provide sufficient evidence in writing that clearly demonstrates and confirms the firm meets or exceeds the following prior experience requirements:

- A) Offeror must provide written evidence demonstrating 5 years' experience working with other State Department of Transportation (DOT) agencies applying performance management and strategic planning services. Offerors must provide 2-3 specific examples of accomplishments and key contacts.
- B) Offeror must provide written evidence demonstrating 5 years' experience working with other State Department of Transportation agencies applying data analysis and data science methods. Offerors must provide 3-5 examples of work conducted for other State DOT's.

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be 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.

Questions must be submitted via email by 2:00 PM on January 24, 2022.

PROCUREMENT OFFICER: **JANICE NEAL** – PHONE: **907-465-8558** – EMAIL: **JANICE.NEAL@ALASKA.GOV**

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit **Four (4)** hard copies (one original & three copies) of their proposal, in writing and **ONE (1)** thumb drive containing an electronic copy of the entire proposal and the cost proposal. The proposal response should be addressed to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified.

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

Department of **TRANSPORTATION & PUBLIC FACILITIES**
Division of Program Development & Statewide Planning
Attention: **JANICE NEAL**
Request for Proposal (RFP) Number: **2522H039**

RFP Title: Strategic Planning & Performance Management Support Services

If using U.S. mail, please use the following address:

**P.O. BOX 112500
JUNEAU, ALASKA 99811-1500**

If using a delivery service, please use the following address:

**3132 CHANNEL DRIVE, ROOM 350
JUNEAU, ALASKA 99801**

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

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.

ELECTRONIC SUBMISSIONS: If submitting a proposal via email, the proposal may be emailed to: dotstatewideprocurement@alaska.gov no later than the date and time listed in Section 1.03 Deadline for Receipt of Proposals, and must contain the RFP number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format.

Please note that 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 bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. **Faxed and Oral proposals will not be accepted.**

It is the offeror's responsibility to contact the issuing agency at **907-465-8558** to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

***Please Note: Offerors may choose to mail their proposal response OR email their proposal response.**

SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

(b) OFFEROR'S CERTIFICATION

By signature on the proposal, offerors certify that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- G. that the offers will remain open and valid for at least 90 days.

If any offeror fails to comply with [a] through [g] of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

(c) VENDOR TAX ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the state's request.

(d) CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a proposal non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the offeror.

(e) FEDERAL REQUIREMENTS

The offeror must comply with Federal Aid Contract Provisions [Form #25D-55T (4/10)] requirements. This contract incorporates the provisions by reference, with the same force and effect as if they were given in full text. The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract. The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

SEC. 1.10 AMENDMENTS TO PROPOSALS

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

SEC. 1.11 AMENDMENTS TO THE RFP

If an amendment is issued, it will be provided to all who were notified of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice website.

SEC. 1.12 RFP SCHEDULE

The RFP schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

- | | |
|--|---------------------------|
| • Issue RFP | JANUARY 13, 2022, |
| • Questions Due | JANUARY 24, 2022, |
| • Deadline for Receipt of Proposals | FEBRUARY 8, 2022, |
| • Proposal Evaluation Committee complete evaluation by | FEBRUARY 22, 2022, |
| • State of Alaska issues Notice of Award | FEBRUARY 25, 2022, |
| • State of Alaska issues contract | MARCH 8, 2022 |

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

SEC. 1.13 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

The Division of Program Development & Statewide Planning's (Division) mission is to optimize the state investment in transportation and meet Federal requirements through effective planning and programming. Division administers the Statewide Transportation Improvement Program (STIP), the Long-Range Transportation Plan (LRTP) and Freight Plan, area transportation plans, prepares the annual capital budget, and administers the federal-aid authorizations and obligations. The LRTP is currently undergoing an update (Alaska Moves 2050) which heavily supports adopting a performance-based planning approach to plan and implement projects that address Alaska's infrastructure needs.

For the past two years Division has been working toward transitioning to a strategic planning and Performance Based Planning & Performance (PBPP) to strategically and wisely invest in multimodal assets. PBPP refers to the application of performance management within the planning and programming processes to achieve desired performance outcomes for the multimodal transportation system. Benefits of PBPP to the Alaska DOT&PF include improving project and program delivery; better investment decision making, improving focus on leadership priorities, and providing greater transparency and accountability to the public.

Currently the Division's leadership team has been meeting regularly to create a rapid project delivery system that is strategic, uses transparent and collaborative processes, and makes the most efficient and effective use of funds in planning and delivering the Alaska Capital Transportation Program. To date, the Division leadership team has created a new business unit, Strategic Planning & Performance Management, made up of data managers and the STIP team that will support this transition toward a data-driven performance based planning and programming. The Division leadership team has identified project categories (State of Good Repair, Modernization, Expansion and Recurring/Required Programs), project eligibility for each category and has created their first data driven bridge and pavement project scoring criteria for State of Good Repair (SOGR).

The department is made up of three regions: Northern, Central and Southcoast. (see [DOT&PF Regions Map](#)) and Headquarters (aka Statewide). Each Regional Office includes planning, pre-design, design, traffic & safety, construction, environmental, right of way, and maintenance & operations (M&O) staff. Headquarters consists of the Division of Program Development & Statewide Planning with field office planners located in the Regional Offices. Highway improvement projects are prioritized and selected at the Regional level then brought before an evaluation team at the Statewide level for further prioritization and selection and then eventually programmed into the STIP. In the past there was a formal scoring process but has not been consistently used for the past 10 years. Without a formal or consistent project selection process and the department's lack of performance-based planning and programming there is no way to know if the department is making effective investment decisions and working towards its mission and goals.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Alaska Department of Transportation & Public Facilities (Alaska DOT&PF), Division of Program Development & Statewide Planning, is soliciting proposals for support services to assist the department's transition to a strategic planning and performance-based planning & programming (PBPP) approach.

TASK 1

The consultant shall provide a roadmap to implement strategic planning and PBPP into the department planning and programming procedures.

Tasks include:

- a) Develop an understanding of the current environment and procedures. This includes discussions with key personnel (Planning Chiefs, Director, and other transportation planners) and a review of department plans, procedures and laws in order to understand the current requirements and procedures. This includes at a minimum:
 - Alaska DOT&PF Performance Based Planning Research Final Report- Prepared by Kittelson & Associates, Inc. – **See Attachment #9**
 - Long Range Transportation Plan Update- Alaska Moves 2050 (ETA July 2022)
 - <http://alaskamoves2050.com/>
 - Area, Regional and Modal plans.
 - <https://dot.alaska.gov/stwdplng/areaplans/index.shtml>
 - Transportation Asset Management Plan (TAMP)
 - https://dot.alaska.gov/stwdpdes/asset_mgmt/assets/tamp.pdf
 - Alaska Administration Code, 17 AAC 05
 - https://dot.alaska.gov/stwdplng/cip/stip/assets/17_aac_05_regs.pdf
 - 23 United States Code 134 (Metropolitan Transportation Planning), 135 (Statewide and Nonmetropolitan Transportation Planning), and 505 (State Planning and Research)
 - Review Alaska DOT&PF documents and spreadsheets created to date with regard to project categorization and project selection criteria – To be provided after contract award.
- b) Define the ideal state and define recommendations to work towards the ideal.
 - What can we do now with the data and resources we have (short term)?
 - What can we do with moderate change (medium term)?
 - What can we work toward in the next 5-10 years to reach our goal of a fully implemented PBPP approach (long term)?
 - How does the ideal state bring together a homogenous process that addresses the needs of all three Regions, Statewide, Executive Leadership, legislature, and the public at large and that meets the vision and goals of the LRTP?
 - Conduct a risk assessment of the current state, ideal state, next or series of future states (road map) and one that is streamlined. What are the risks to prevent Alaska DOT&PF from reaching and maintaining the ideal state?
 - Define a step-by-step process that allows for continual improvement of the process. How do we evaluate the process and how do we continuously work towards the ideal state?

- Present on the above bullets to the Alaska DOT&PF management team (TBD after contract award).

Task 1. Deliverables:

Task 1 (a)- Review and understanding of documents listed above in addition to discussions with key personnel (up to 10 personnel) to get a better understanding of the current state.

Task 1 (b)-

- Up to three (3) drafts and a final version of ideal state, including the risk assessment and a method to evaluate the effectiveness of the process.
- Up to five (5) presentations of draft and final versions.

For Task 1: Offerors are required to propose a **one-time, fixed cost** to deliver Task 1 (a) and (b) Offerors shall also state any and all assumptions taken into consideration when developing the offered cost for Task 1 and provide the assumptions under Sec. 4.04 Methodology.

TASK 2

The consultant shall assist with implementing a project identification and screening process to identify the full range of project possibilities and screen projects for eligibility and consistency between their purpose and the statewide vision (LRTP) before projects move to the scoring process.

Tasks include:

- Evaluate the current pre-screening process and define gaps and inconsistencies. This may entail interviewing Planning Chiefs and Design Engineering Chiefs within each of the three Regions and staff in the Statewide office to learn and understand the current process.
- Define a method for pre-screening. This entails developing a project nomination application and coordinating with the Regional Planning and Design Engineering Chiefs and Statewide staff.
- Test and implement the new project screening for a full range of project possibilities (State of Good Repair, Modernization, Expansion and Recurring/Required Programs).
- Present recommendations and final pre-screening process to Alaska management team (TBD after contract award).

Task 2. Deliverables:

Task 2 (a) – Three (3) drafts and a final of current pre-screening process, including up to 12 Interviews.

Task 2 (b) - Three (3) drafts and a final version of the pre-screening methodology and nomination application each.

Task 2 (c) – Test and implement the new pre-screening process.

Task 2 (d) – Up to five (5) presentations of the proposed and final pre-screening process.

For Task 2: Offerors are required to propose a **one-time, fixed cost** to deliver Task 2 (a - d) Offerors shall also state any and all assumptions taken into consideration when developing the offered cost for Task 2 and provide the assumptions under Sec. 4.04 Methodology.

TASK 3

The consultant shall evaluate the current project selection process and assist with updating to a modern project evaluation model that incorporates a statewide performance-based model.

Tasks include (as-needed basis only):

- a) Develop a project selection process and template to enter projects and performance data for Modernization and Capacity Enhancement projects. Each category of projects will be scored based on specific funding sources (National Highway Performance Program, Surface Transportation Block Grant, Alaska Highway System and other funds). This includes entry for projects and project data, performance data, formulas and calculations to tally scores and ranking, and full instructions for project and data managers who need to populate the templates with projects and data.
- b) Evaluate the current project selection process and performance metrics for pavement and bridge State of Good Repair (SOGR) projects on the NHS and AHS and make recommendations for improvements. Update the SOGR templates accordingly.
- c) Evaluate the performance and planning data used to support the scoring process and assist in developing criteria and scoring methodology. This includes documenting the data gaps and actions to improve.
- d) Create informational documents that are easy to understand and comprehend for public consumption.
- e) Define an evaluation method for cyclical review and refinement.

Task 3. Deliverables:

Task 3 (a) – Develop a project selection template, including performance metrics and instructions for entering projects and data.

Task 3 (b) – Summary of recommendations for improvements to the current SOGR project selection process. Update the SOGR templates accordingly.

Task 3 (c) – Summary of performance and planning data used to support each scoring process.

Task 3 (d) – Information documents used to share the process with the public and legislature.

Task 3 (e) – Develop instruction manual to evaluate the project selection process.

For Task 3: Offerors are required to propose a cost to deliver Task 3 (a - e) Offerors shall also state any and all assumptions taken into consideration when developing the offered cost for Task 3 and provide the assumptions under Sec. 4.04 Methodology. Task 3 is AS-NEEDED and based on the State's need. Some or all of these tasks may be required and procured at the sole discretion of the State.

TASK 4

The consultant shall apply data analytics and data science techniques used to improve decision making.

Tasks include (as-needed basis only):

- a) Assist in defining meaningful questions to help address business operations and decision making. Assess how best to answer those questions and perform the appropriate analysis.
- b) Perform exploratory, descriptive, predictive and prescriptive analysis as requested or needed.
- c) Perform machine learning and advanced statistics used to find correlations and deep insights.
- d) Use data visualization (infographics, dashboards, etc.) to graphically display trends and patterns that will aide managers and policy makers to understand the data.
- e) Create informational documents to display trends, patterns and spending regarding the department's investments.

Task 4. Deliverables:

Task (a) –

- Conduct workshops with Alaska DOT&PF managers to define meaningful questions and assess how best to answer them.
- Summarize the questions, the analysis and present them to the Alaska DOT&PF managers via PowerPoint presentations and documents for department distribution.

Task (b) thru (e) – For each request made:

- Provide documentation to show how the analysis was conducted.
- Provide three (3) drafts and a final version to share analysis results.
- Present on findings to Alaska DOT&PF management team (TBD after contract award).
- Provide three (3) drafts and a final versions of informational documents.

For Task 4: Offerors are required to propose a cost to deliver Task 4 (a - e). Offerors shall also state any and all assumptions taken into consideration when developing the offered cost for Task 4 and provide the assumptions under Sec. 4.04 Methodology. Task 4 is AS-NEEDED and based on the State's need. Some or all of these tasks may be required and procured at the sole discretion of the State.

NOTE: All documents requested through this RFP shall be provided in Microsoft Office Word or Excel. Final versions may be provided in Adobe PDF.

TASK 5

The consultant shall provide additional services specifically related to the scope of work in this RFP that would support strategic planning and PBPP implementation.

Tasks include (as-needed basis only):

- a) Additional meetings, workshops and presentations to support strategic planning and PBPP implementation.
- b) Research best practices from other States or Universities, Transportation Research Board or American Association of State Highway Officials (AASHTO) and summarize in document.
- c) Additional documentation not mentioned above, ex., policy, white papers, instructional fliers/manuals, informational fliers, research papers, etc.

Task 5. Deliverables: TBD-as needed

For Task 5: The offeror must provide the hourly fixed rates for the personnel they propose to use under this contract. Offerors will complete **Attachment #8 Cost Proposal (Personnel List & Hourly Fixed Rates)**. The costs provided on the Personnel List & Hourly Fixed Rates Form will not be evaluated and the hourly rates will become memorialized as part of the contract and remain firm through the life of the contract. The contractor will be compensated for actual hours provided. The hours provided are estimates for evaluation purposes only. The State guarantees no minimum or maximum number of hours that will be required under this task. For Task 5 the State Project Manager will provide the contractor a written description of the work and request a proposal with a firm time schedule for accomplishing the deliverables work and a firm price in accordance with the hourly rates identified in the Offeror's Cost Proposal.

TASK 6

The consultant shall meet regularly to initiate and maintain ongoing communication and coordination with the Alaska DOT&PF Project Director and project team (TBD after contract award). Ongoing communication is essential as some

tasks will be requested immediately with rapid turnaround times and some tasks may take more time depending on the size, scope and schedule of the request.

Tasks include:

- a) Initial meeting to address tasks as listed above and to address the immediate needs for deliverables. This may be 1- 2 meetings depending on the request from the Project Director. An initial meeting with the Project Director and another with the Alaska DOT&PF leadership team.
- b) Recurring meetings to address the status of deliverables, new tasks, schedule of tasks/deliverables, challenges, risks, etc.

Task 6. Deliverables:

Task (a) – Up to two (2) Initial meetings online or in-person.

Task (b) – Recurring online meetings to address the status of deliverables (weekly or bi-weekly) for the duration of the contract. At times this may be monthly if no new tasks or deliverables are expected after the first year.

For Task 6: Offerors are required to propose a **one-time, fixed cost** to deliver Task 6 (a) and (b) Offerors shall also state any and all assumptions taken into consideration when developing the offered cost for Task 6 and provide the assumptions under Sec. 4.04 Methodology.

NOTE: If needed for Tasks 2 through 6, travel will be reimbursed per Task 7. Travel to Alaska should not be included in the Cost Proposal.

TASK 7

Travel to Alaska

Upon request the contractor shall travel to Alaska to perform Tasks 2-6, the contractor shall submit a scope of work, a firm time schedule for accomplishing the work and a firm price based on the hourly rates identified in the offeror's Cost Proposal. Travel will never be required while under COVID-19 restrictions, safety precautions or other pandemic related conditions that warrant careful safety precautions be followed.

All travel for this section must be pre-approved by the DPD/SWP Project Manager and will be reimbursed per the following current criteria:

- 1. Airfare is limited to coach fare.
- 2. Lodging will be reimbursed at actual cost.
- 3. Reimbursement for meals will not exceed \$60.00 per day.
- 4. Rental vehicles are limited to standard size, make and model, as opposed to premium options.
- 5. Receipts must be provided with every invoice for all travel expenses.
- 6. Vehicle mileage reimbursement will be based on the current calendar year rates based upon State of Alaska, DOA, Finance website: http://doa.alaska.gov/dof/travel/resource/POV_Rate_Table.pdf
- 7. All travel costs must be shown as separate line items on each invoice.

Task 7. Deliverables:

Task 7 - Travel as requested.

Constraints to this project:

The contractor must supply their own software and applications to perform all tasks mentioned above. Alaska DOT&PF will provide office space at DOT&PF locations if travel is required or requested.

The contractor shall utilize web meetings whenever possible to keep costs to the State to a minimum.

The contractor may be asked to have quick turn-around times for Tasks 3-5 depending on the needs. Occasionally the contractor may be asked to create a project selection process within one month or asked to apply data analysis or data science techniques within a 3-5 business days.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from date of award, approximately **March 8, 2022** through **March 31, 2023** with **four (4) one-year renewal options** 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 written 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 DELIVERABLES

The contractor will be required to provide the following deliverables:

Task 1. Deliverables:

Task 1 (a)- Review and understanding of documents listed above in addition to discussions with key personnel (up to 10 personnel) to get a better understanding of the current state.

Task 1 (b)-

- Up to three (3) drafts and a final version of ideal state, including the risk assessment and a method to evaluate the effectiveness of the process.
- Up to five (5) presentations of draft and final versions.

Task 2. Deliverables:

Task 2 (a) – Three (3) drafts and a final of current pre-screening process, including up to 12 Interviews.

Task 2 (b) - Three (3) drafts and a final version of the pre-screening methodology and nomination application each.

Task 2 (c) – Test and implement the new pre-screening process.

Task 2 (d) – Up to five (5) presentations of the proposed and final pre-screening process

Task 3. Deliverables:

Task 3 (a) – Develop a project selection template, including performance metrics and instructions for entering projects and data.

Task 3 (b) – Summary of recommendations for improvements to the current SOGR project selection process. Update the SOGR templates accordingly.

Task 3 (c) – Summary of performance and planning data used to support each scoring process.

Task 3 (d) – Information documents used to share the process with the public and legislature.

Task 3 (e) – Develop instruction manual to evaluate the project selection process.

Task 4. Deliverables:

Task (a) –

- Conduct workshops with Alaska DOT&PF managers to define meaningful questions and assess how best to answer them.
- Summarize the questions, the analysis and present them to the Alaska DOT&PF managers via PowerPoint presentations and documents for department distribution.

Task (b) thru (e) – For each request made:

- Provide documentation to show how the analysis was conducted.
- Provide three (3) drafts and a final version to share analysis results.
- Present on findings to Alaska DOT&PF management team (TBD after contract award).
- Provide three (3) drafts and a final versions of informational documents.

Task 5. Deliverables: TBD after contract award.

Task 6. Deliverables:

Task (a) – Up to two (2) Initial meetings online or in-person.

Task (b) – Recurring online meetings to address the status of deliverables (weekly or bi-weekly) for the duration of the contract. At times this may be monthly if no new tasks or deliverables are expected after the first year.

Task 7. Deliverables:

Task 7: Travel as requested.

NOTE: All documents requested through this RFP shall be provided in Microsoft Office Word or Excel. Final versions may be provided in Adobe PDF.

SEC. 3.04 CONTRACT TYPE

This contract is **FIRM FIXED PRICE** for Tasks 1, 2, and 6 and **TIME & EXPENSE (as-needed)** for Task 3 through 5.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The state will make monthly payments as deliverables are received and the contract is completed and approved by the project director. Invoices must include contract number, billing by Task, short description of work performed to-date,

number of hours worked and staff names performing the work and billable hours, remaining balance by Task and status of Task. Invoices shall be sent to the Alaska DOT&PF Project Director.

SEC. 3.06 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. 3.07 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Transportation or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

SEC. 3.08 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed is the contractor's place of business. At times travel may be requested to be on site to perform tasks in Juneau, Alaska. The contractor shall utilize web meetings whenever possible to keep costs to the State to a minimum.

The state **WILL** provide workspace for the contractor if requested onsite at DOT&PF locations. The contractor must provide its own workspace otherwise.

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

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

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

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

SEC. 3.09 THIRD-PARTY SERVICE PROVIDERS

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

SEC. 3.10 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 3.11 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.12 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.13 F.O.B. POINT

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

SEC. 3.14 CONTRACT PERSONNEL

Any change of the project team members or subcontractors 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. 3.15 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director 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. 3.16 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the procurement officer has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Transportation & Public Facilities or the Commissioner's designee.

SEC. 3.17 CONTRACT CHANGES - ANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work.

Any additional work required will fall under Task 5 as outlined in the RFP and will be within the general scope of the initial contract. When additional work is required, the State Project Manager 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 State Project Manager has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Transportation & Public Facilities or the Commissioner's designee.

SEC. 3.18 NONDISCLOSURE AND CONFIDENTIALITY

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

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

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

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

SEC. 3.19 INDEMINIFICATION

The contractor shall indemnify, hold harmless, and defend the state 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 state. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the state, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "state", as used within this and the following article, include the employees, agents and other contractors who are

directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the contracting agency’s selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor’s work.

SEC. 3.20 INSURANCE REQUIREMENTS

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

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

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

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

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

SEC. 3.21 TERMINATION FOR DEFAULT

If the project director or procurement 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 8. ATTACHMENTS.**

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

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

SEC. 4.02 INTRODUCTION

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

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

SEC. 4.03 UNDERSTANDING OF THE PROJECT

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

SEC. 4.04 METHODOLOGY USED FOR THE PROJECT

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

SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

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

SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

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

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

- title,
- resume,
- location(s) where work will be performed,
- itemize the total cost and the number of estimated hours for each individual named above.

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

SEC. 4.07 COST PROPOSAL

The Cost Proposal / Personnel List & Hourly Fixed Rates Form must be submitted using the form provided under Section 9. The cost provided must be for all items related to the performance of the contract, including, but not limited to, all direct and indirect expenses associated with the performance of the contract, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project. If travel is required the contractor will be reimbursed per the travel information provided under **Task 7**.

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

SEC. 4.08 EVALUATION CRITERIA

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

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

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

SEC. 5.01 UNDERSTANDING OF THE PROJECT (5%)

Proposals will be evaluated against the questions set out below:

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

SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (20%)

Proposals will be evaluated against the questions set out below:

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

SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (20%)

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

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (15%)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

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

2) Questions regarding the firm:

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

SEC. 5.05 CONTRACT COST (40%)

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. The cost amount used for evaluation will not be affected by the application of preferences as this project is federally funded.

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.

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

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

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 6.03 SITE INSPECTION

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

SEC. 6.04 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion

concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

SEC. 6.05 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.06 EVALUATION OF PROPOSALS

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

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

SEC. 6.07 CONTRACT NEGOTIATION

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

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

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

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

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.10 PROTEST

2 AAC 12.695 provides that an interested party may protest the content of the RFP or the award of a contract.

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 the issuance of a contract solicitation, the award of a contract, or the failure to award a contract.”

Per 2 AAC 12.695, an interested party must first attempt to informally resolve the dispute with the procurement officer. If that attempt is unsuccessful, the interested party may file a written protest to the solicitation or the award of the contract. The protest must be filed with the Commissioner of the purchasing agency or the Commissioner’s designee. The protester must also file a copy of the protest with the procurement officer. The protest 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.

If an interested party wishes to protest the content of a solicitation, the protest must be filed before the date and time that proposals are due.

If an offeror wishes to protest the award of a contract not greater than \$50,000, the protest must be filed within 10 days from the date of the solicitation or award, whichever is later.

If an offeror wishes to protest the award of a contract greater than \$50,000, the protest must be filed within 10 days from the date that notice of award is made.

A protester must have submitted a proposal in order to have sufficient standing to protest the award of a contract.

The procurement officer shall immediately give notice of the protest to the contractor or, if no award has been made, to all offerors who submitted proposals.

If the protestor agrees, the Commissioner of the purchasing department or the Commissioner’s designee may assign the protest to the procurement officer or other state official for alternate dispute resolution. In other cases, the Commissioner or the Commissioner’s designee may issue a decision denying the protest and stating the reasons for denial, issue a decision sustaining the protest, in whole or in part, and instruct the procurement officer to implement an appropriate remedy, or conduct a hearing using procedures set out in AS 36.30.670(b).

SEC. 6.11 APPLICATION OF PREFERENCES

Federally funded project, state preferences do not apply.

SEC. 6.12 ALASKA BIDDER PREFERENCE

Federally funded project, state preferences do not apply.

SEC. 6.13 ALASKA VETERAN PREFERENCE

Federally funded project, state preferences do not apply.

SEC. 6.14 ALASKA OFFEROR PREFERENCE

Federally funded project, state preferences do not apply.

SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS

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

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

SEC. 6.16 EXAMPLES: CONVERTING COST TO POINTS

(a) FORMULA USED TO CONVERT COST TO POINTS

STEP 1

List all proposal prices.

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

STEP 2

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

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

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

Offeror #3 receives 33.7 points.

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

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A) OR Standard Contract Form for Goods and Non-Professional Services (form SCF.DOC/Appendix A). This form is attached in **SECTION 8. EXHIBITS** for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

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

SEC. 7.02 QUALIFIED OFFERORS

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

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

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

SEC. 7.03 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 7.04 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 7.05 HUMAN TRAFFICKING

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

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/trafficking-in-persons-report/>

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

SEC. 7.06 RIGHT OF REJECTION

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

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

Minor informalities that:

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

may be waived by the procurement officer.

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

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

SEC. 7.07 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 7.08 DISCLOSURE OF PROPOSAL CONTENTS

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

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

SEC. 7.09 ASSIGNMENTS

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 7.10 DISPUTES

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

SEC. 7.11 SEVERABILITY

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

SEC. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.06 RIGHT OF REJECTION**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

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

SEC. 7.13 SOLICITATION ADVERTISING

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

SEC. 7.14 FEDERALLY IMPOSED TARRIFFS

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.

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments Included in RFP Document:

- 1) Proposal Evaluation Form
- 2) Standard Agreement Form with Appendix A
- 3) Appendix B1
- 4) Notice of Intent to Award
- 5) RFP Offeror Information & Submittal Checklist

Attachments included separately from RFP document:

- 6) Prior Experience Submittal Form
- 7) Federal Aid Contract Provisions
- 8) Cost Proposal
- 9) Alaska DOT&PF Performance Based Planning Research Final Report- Prepared by Kittelson & Associates, Inc.

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: 2522H039

EVALUATION CRITERIA AND SCORING

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

5.01 Understanding of the Project—5 Points

Proposals will be evaluated against the questions set out below:

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

NOTES: _____

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

NOTES: _____

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

NOTES: _____

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

NOTES: _____

EVALUATOR'S POINT TOTAL FOR 5.01: _____

5.02 Methodology Used for the Project—20 Points

Proposals will be evaluated against the questions set out below:

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

NOTES: _____

2) How well does the methodology match and achieve the objectives set out in the RFP?

NOTES: _____

3) Does the methodology interface with the time schedule in the RFP?

NOTES: _____

EVALUATOR'S POINT TOTAL FOR 5.02: _____

5.03 Management Plan for the Project—20 Points

Proposals will be evaluated against the questions set out below:

1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

NOTES: _____

2) How well is accountability completely and clearly defined?

NOTES: _____

3) Is the organization of the project team clear?

NOTES: _____

4) How well does the management plan illustrate the lines of authority and communication?

NOTES: _____

5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

NOTES: _____

6) Does it appear that the offeror can meet the schedule set out in the RFP?

NOTES: _____

7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

NOTES: _____

8) To what degree is the proposal practical and feasible?

NOTES: _____

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

NOTES: _____

EVALUATOR'S POINT TOTAL FOR 5.03: _____

5.04 Experience and Qualifications —15 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:

- 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?

NOTES: _____

EVALUATOR'S POINT TOTAL FOR 5.04: _____

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

5.05 Contract Cost —40 Points

Overall, a minimum of 40 percent of the total evaluation points will be assigned to cost.

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 6.11.

ATTACHMENT #2: STANDARD AGREEMENT FORM & APPENDIX A

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	
This contract is between the State of Alaska,			
8. Department of	Division		
9. Contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</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>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of		Attention: Division of	
Mailing Address		Attention:	
12. CONTRACTOR		<p>14. CERTIFICATION: 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			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	
Department/Division	Date	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: APPENDIX B INDEMNITY AND INSURANCE

APPENDIX B INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

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

- 1.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
- 1.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.
- 1.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

ATTACHMENT #4: NOTICE OF AWARD

Department of Transportation
Division of Administrative Services
3132 Channel Drive
P.O. Box 112500
Juneau, Alaska 99811-2500

THIS IS NOT AN ORDER

DATE ISSUED:

RFP NO.: 2522H039

RFP OPENING DATE:

RFP SUBJECT: Strategic Planning & Performance Management Support Services

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

ATTACHMENT #5: RFP OFFEROR INFORMATION & SUBMITTAL CHECKLIST

PROJECT INFORMATION

RFP NUMBER: _____
PROJECT NAME: _____

OFFEROR INFORMATION

Company Name: _____
Address: _____
Tax ID: _____
Alaska Business License #: _____

CONTACT INFORMATION

Provide contact information for the individual that can be contacted for clarification regarding this proposal:

Name _____
Title _____
Address _____
Email _____
Telephone _____

CRITICAL TEAM MEMBERS

Provide the names of all critical team members that will be assigned to this contract. Note: These individuals cannot be removed or replaced from this project, or their positions, unless approved in writing the project director or procurement officer.

Name of Position 1 _____
Name of Position 2 _____
Name of Position 3 _____
Name of Position 4 _____

ADDENDA ACKNOWLEDGEMENT

The offeror acknowledges receipt of the following amendments and has incorporated the requirements of such amendments into their proposal. Failure to identify and sign for all amendments may subject the offeror to disqualification. The offeror must list all amendments (by number), then initial and date to confirm that you have received and incorporated them into your proposal (add more rows as necessary).

Number	Initials & Date	Number	Initials & Date	Number	Initials & Date

CERTIFICATIONS

No	Criteria	Response*
1	The offeror is presently engaged in the business of providing the services & work required in this RFP.	True False
2	The offeror confirms that it has the financial strength to perform and maintain the services required under this RFP.	True False
3	The offeror accepts the terms and conditions set out in the RFP and agrees not to restrict the rights of the state.	True False
4	The offeror confirms that they can obtain and maintain all necessary insurance as required on this project.	True False
5	The offeror certifies that all services provided under this contract by the contractor shall be performed in the United States .	True False
6	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.	True False
7	Offeror complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.	True False
8	Offeror complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government.	True False
9	Offeror complies with the applicable portion of the Federal Civil Rights Act of 1964.	True False
10	The offeror can provide (if requested) financial records for the organization for the past three years.	True False
11	The offeror has not had any contracts terminated by the State of Alaska (within the past five years).	True False
12	The offeror certifies that it is not currently debarred, suspended, proposed for debarment, or declared ineligible for award by any public or federal entity.	True False
13	The offeror certifies that they do not have any governmental or regulatory action against their organization that might have a bearing on their ability to provide services to the state.	True False
14	The offeror certifies, within the last five years, they have not been convicted or had judgment rendered against them for: fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements, or tax evasion.	True False
15	The offeror does not have any judgments, claims, arbitrations or suits pending/outstanding against your company in which an adverse outcome would be material to the company.	True False

16	The offeror is not (now or in the past) been involved in bankruptcy or reorganized proceeding.	True False
17	Offeror certifies they comply with the laws of the State of Alaska.	True False
18	Offeror confirms their proposal will remain valid and open for at least 90 days.	True False

** Failure to answer or answering "False" may be grounds for disqualification. For any "False" responses, provide clarification (up to 250 word maximum for each "False" clarification) below (add rows as necessary).*

Section	Clarification

CONFLICT OF INTEREST STATEMENT

Indicate below whether or not the firm or any individuals that will work on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to consider a proposal non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity services to be provided by the offeror.

Does the offeror, or any individuals that will work on this contract, have a possible conflict of interest?

☐ Yes ☐ No

** Failure to answer may be grounds for disqualification.*

If "Yes", please provide additional information regarding the nature of that conflict:

FEDERAL REQUIREMENTS

Indicate below all known federal requirements that apply to the proposal, proposal evaluation, or contract:

SIGNATURE

This proposal must be signed by a company officer empowered to bind the company.

Printed Name

Title

Date

Signature