

STATE OF ALASKA

Department of Public Safety
Division of Administrative Services



PROJECT MANAGER FOR MODERNIZATION INITIATIVE

RFP 2022-1200-5060

Amendment Two

January 31, 2022

This amendment is being issued to extend the deadline and answer questions asked by prospective vendors.

Important Note to Offerors: You must sign and return this page of the amendment document with your proposal. Failure to do so may result in the rejection of your proposal. Only the RFP terms and conditions referenced in this amendment are being changed. All other terms and conditions of the RFP remain the same.

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COMPANY SUBMITTING PROPOSAL

AUTHORIZED SIGNATURE

DATE

Questions submitted by potential offerors and answers from the state:

Question 1: The attachments to the RFP 2022-1200-5060 Project Manager for Modernization Initiative include a “Client Reference Form” and related instructions. Response forms may be edited per the RFP instructions in section 4.01, and this Form is provided as a pdf that cannot be edited. Additionally, section 4.03 Experience and Qualifications (Submittal Form B) contains the language reading “Offerors must also provide reference names and phone numbers for similar projects the offeror’s firm has completed.” Client Reference Forms are not mentioned in these instructions, and do not seem to be scored in the evaluation process or evaluation criteria.

- a) Can the State please clarify if the Client Reference Form is a response requirement?
- b) If the Client Reference Form(s) are required to be included with the proposal submittal, please provide the Client Reference Form in Microsoft Word format similar to the Submittal Forms A – D.
- c) Please clarify the minimum and maximum number of Client References required, if this Form is required as part of the submittal.
- d) Please clarify the minimum and maximum number of reference names and phone numbers requested in section 4.03 Experience and Qualifications (Submittal Form B).

Answer: A minimum of two Client Reference Forms must be submitted with offeror’s proposal in order for the proposal to be considered responsive. A fillable PDF form of the Client Reference Form is attached. No additional reference names or phone numbers are required outside of the Client Reference Forms. If an offeror has already submitted a proposal, they are still required to fulfill this requirement for their proposal to be considered responsive.

Question 2: The Standard Agreement Form for Professional Services references Appendices A, B, C, and D. The RFP appears to contain only Appendix A out of these. Can the State provide Appendices B, C, and D for offeror review?

Answer: Appendix B is attached. Appendix C and D are edited templates that are dependent on the awarded offeror. Appendix C refers to the scope of work outlined in the RFP and identifies the project manager. Appendix D refers to the compensation agreement in the offeror’s proposal and agreed upon payment structures, as well as invoicing information. The successful offeror will have an opportunity to review these appendices prior to signing the contract.

Changes to the RFP:

Change 1: The deadline is extended to February 8, 2022 at 4:30 pm Alaska Standard Time.

CLIENT REFERENCE FORM

- A complete and separate Client Reference Form must be provided for each reference.
- Offeror must complete the first part of the Client Reference Form, filling in the information for Company (Offeror) Name, Company (Offeror) Address, and the Name of Project.
- A responsible party of the organization for which the services were provided (the Client) must provide the reference information.
- The person providing the reference must sign and date the form.
- The Client Reference Form(s) must be submitted with the Offeror's proposal.
- The State may contact the reference to verify the information given within the Client Reference Form and within the proposal. If the State finds erroneous information, points may be deducted or the proposal may be rejected.
- If all questions are not answered on the Client Reference Form, if information is missing, or if the form is not signed, points may be deducted or the proposal may be rejected.
- If a proposal is submitted without a Client Reference Form, points may be deducted or the proposal may be rejected.

Client Reference Form

Offeror Information

Company Name (Offeror):	Company (Offeror) Address:
Name of Project:	

Client Information

Organization Name (Client):	Organization Address:
Person Providing the Reference:	Title:
Phone Number:	Email address:
Reference <u>Signature</u> & Date:	

The person providing the reference, as identified above, must provide the following information. This person must be a responsible party of the organization for which the work was performed. This person should have comprehensive knowledge about the project and the company's (Offeror) role and responsibilities within the project.

Reference Remarks

1. Briefly describe the services provided by the company identified above.

2. Rate each of the following concerning this company's performance using the ratings below:

S – Strongly Agree/Very Positive

A – Agree/Positive

N – Neutral

D – Disagree/ Negative

F – Failed

Rating

- _____ A. This company ensured the project deliverables were completed on time and within the agreed budget.
- _____ B. This company provided the appropriate resources to the project.
- _____ C. This company was knowledgeable in providing the services.
- _____ D. The business relationship with this company was positive and cooperative, versus negative and adversarial.
- _____ E. This company provided open, timely communications, and was responsive to our needs and requirements.
- _____ F. I would choose to work with this company again.

Additional Comments:

APPENDIX B² INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

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

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

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

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

2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Claim / Annual Aggregate
\$100,000-\$499,999	\$500,000 per Claim / Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim / Annual Aggregate
\$1,000,000 or over	Refer to Risk Management