

STATE OF ALASKA REQUEST FOR PROPOSALS



ALASKA MARINE HIGHWAY SYSTEM COMPREHENSIVE EVALUATION

RFP NUMBER: 2522S071

DATE ISSUED: APRIL 25, 2022

THE PURPOSE OF THE AMHS COMPREHENSIVE EVALUATION IS TO EVALUATE THE CURRENT AND HISTORICAL PERFORMANCE OF AMHS, INCLUDING HOW EFFICIENTLY, EFFECTIVELY, AND ECONOMICALLY THE ALASKA MARINE HIGHWAY SYSTEM IS MANAGED AND OPERATED.

ISSUED BY:

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
DIVISION OF ADMINISTRATIVE SERVICES

PRIMARY CONTACT:

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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NOTE TO POTENTIAL OFFERORS: In various sections of this RFP, there are Sections that include an “**OFFERORS RESPONSE**”, offerors must respond to these sections. The following is not intended to be an all-inclusive list of response items, it is the offerors responsibility to review the RFP and subsequent amendments and respond to all required items. The following sections include **OFFRORS RESPONSE** items:

Section	Section Title
1.04	Prior Experience
1.07	Return Instructions
1.08	Proposal Contents
4.02	Introduction
4.03	Task One: Preliminary Survey and Project Workplan
4.04	Task Two: Operational Resiliency and Efficiency Analysis
4.05	Task Three: Information Technology Analysis (Data Integrity and Protection)
4.06	Task Four: Fleet Maintenance Evaluation
4.07	Task Five: Financial Vitality and Resiliency Analysis
4.08	Task Six: System Analysis Technical Support
4.09	Task Seven: Operational and Planning Support
4.10	Experience and Qualifications including References
4.11	Attachment A – Cost Proposal
6.12	Attachment D – Bidder Preference Certification Form
6.13	Attachment D – Bidder Preference Certification Form

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Transportation and Public Facilities (DOT&PF), Alaska Marine Highway System (AMHS) is soliciting proposals from qualified entities capable of completing a comprehensive integrated evaluation encompassing financial, operational, engineering, compliance, and information technology that analyzes system-wide data over at least the past three years. The evaluation will result in reports that will assist AMHS Management, DOT&PF, Governor's Office, Legislature, and the Alaska Marine Highway Operations Board with long-term planning and decision-making. The work shall be accomplished through planning, on-site evaluation, analysis, and reporting.

SEC. 1.02 BUDGET

Department of Transportation and Public Facilities, AMHS, estimates a budget of between \$250,000.00 and \$300,000.00 dollars for completion of this project.

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 2:00PM **prevailing Alaska Time on May 17, 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 meet these minimum prior experience requirements:

Firm:

1. The proposing firm must have at least ten years of experience in the analysis, evaluation, and operations of ferry systems within the United States.

Personnel:

1. The offered project manager must have at least five years of experience in performing analysis, evaluation, and operations of ferry systems within the United States.
2. The offered project manager must be PMP certified or demonstrate significant project manager experience.
3. All offered staff must have at least 2 years of experience performing research and analysis of complex administrative and operational functions.

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

OFFERORS RESPONSE: Offerors must submit detailed and descriptive narrative statements for each of the above minimum qualifications. Each item should be addressed individually for ease of evaluation. If the project manager is PMP Certified, a copy of the certificate must be submitted with the proposal. If the project manager is not PMP Certified, the submitted narratives must clearly define and describe the project managers experience

managing similar projects. In addition, offerors must also submit a table that includes the staff assigned to this project, the tasks they will work on, and the number of years of experience in performing applicable research and analysis of complex administrative and operational functions. This table should be formatted similar to the following:

Staff Member	Title	Assigned Tasks by Number	Years of Experience
Jill Malaspina	Project Manager	1,2,3,4,5,6, & 7	7
Mike Matanuska	Operations Analyst	1,2,3,4,5,6, & 7	2
Lucille Lituya	IT Analyst	1,2,3, 6	4
Carl Columbia	Fleet Maintenance Analyst	1,2,4, 7	13
Kerri Kennicott	Financial Analyst	1,2,5,6, 7	5

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

PROCUREMENT OFFICER: Tom Mayer
PHONE: 907-465-8855
FAX: 907-465-3124
EMAIL: tom.mayer@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

OFFERORS RESPONSE: If submitting via U.S. Mail or Delivery Service, Offerors must submit:

One original hard copy of the technical proposal to the procurement officer in a sealed package.

One original hard copy of **Attachment A, Cost proposal. Attachment A, Cost Proposal** must be included with the package and must be in a separately sealed envelope from the rest of the technical proposal and must be clearly identified.

An electronic copy of the technical proposal and Attachment A, Cost Proposal must also be submitted on a thumb drive with the proposal.

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

Submitting by US Mail:	Submitting by Courier Service
Department of Transportation and Public Facilities Division of Administrative Services Attn: Tom Mayer RFP 2522S071 AMHS Comprehensive Evaluation P.O. Box 112500 Juneau, AK 99811-2500	Department of Transportation and Public Facilities Division of Administrative Services Attn: Tom Mayer RFP 2522S071 AMHS Comprehensive Evaluation 3132 Channel Drive, Suite 350 Juneau, AK 99801

IMPORTANT NOTE: There are no overnight express mail or courier delivery services to Juneau, Alaska. All expedited mail or courier services take at least 2 nights. This is true for other courier vendors as well such as Federal Express.

It is the offeror's responsibility to contact the issuing agency at 907-465-8855 to confirm that the offer has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

The State of Alaska provides one Request for Proposal (RFP). Additional RFPs may be purchased for the cost of reproduction, \$.25 per page.

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.

SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

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

(b) OFFEROR'S CERTIFICATION

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

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

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

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

(c) **VENDOR TAX ID**

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

(d) **CONFLICT OF INTEREST**

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

(e) **FEDERAL REQUIREMENTS**

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

OFFERORS RESPONSE: Offerors must submit with their proposal the information required under Section 1.08 (a-e). Each item should be addressed individually for ease of evaluation.

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-(Minimum 21-days circulation period) April 25, 2022
- Deadline for Receipt of Proposals May 17, 2022

-
- | | |
|---|--------------|
| • Evaluation Committee completes evaluation | May 24, 2022 |
| • State of Alaska issues Notice of Intent Award | May 25, 2022 |
| • State of Alaska issues Contract: | June 7, 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 and Public Facilities, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.13 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held for this project.

SEC. 1.14 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

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

SEC. 1.15 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The Alaska Marine Highway System (AMHS) was initially established in 1959 as Alaska became the 49th state. Over the course of the next several decades, the AMHS added multiple new vessels and ports of call to provide consistent and efficient transportation to the coastal communities of Alaska to include sailings to Bellingham, Washington.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The State of Alaska Department of Transportation and Public Facilities (Department) is seeking professional services to conduct a comprehensive review of Alaska Marine Highway System Operations. The purpose of the review is to assist the department with identifying areas of operational improvement and identifying practical and effective solutions. The scope of the operational evaluations will focus on vessel operations, fleet maintenance, management structure, public communications, and IT systems. The comprehensive evaluation will take into account a minimum of three years of historical data.

It is anticipated as part of these efforts, the selected contractor will prepare a project plan that outlines the scope and limitations of the review. The contractor will be provided access to the system, including vessels, shoreside facilities, and staff, and will have reasonable access to the system data. Upon completion of review activities, the contractor will prepare a comprehensive report summarizing the findings. The report will assist AMHS Management, DOT&PF, Governor's Office, State of Alaska Legislature, and the Alaska Marine Highway Operations Board with long-term planning and decision making.

SEC. 3.02 TASK ONE: PRELIMINARY SURVEY AND PROJECT WORK PLAN

Task Objective: The contractor shall conduct a preliminary survey of the AMHS and develop a project work plan that outlines the overall evaluation scope, milestones for contractor suggested deliverables, due dates for reports, project timelines, and identify project staff available for the effort. The work plan will clearly articulate the required needs for access to vessels and facilities, safety considerations, and protocols for interacting with staff and expected state staff resources. The preliminary analysis, at a minimum, must take into consideration the following:

- System-wide strengths (best practices) and weaknesses
- Top five high-risk areas for immediate evaluation
- Data gaps and requirements

Task One Deliverable: The contractor must produce and deliver to the project manager a detailed project work plan and narrative report that illustrates the findings of this task and detailed the project work plan that will be implemented during the course of the project. This report must also include a section on identified risks and propose mitigation solutions for each risk. This narrative must include individual sections for each of the above categories. The due date for this report shall be determined by the state and the contractor.

SEC. 3.03 TASK TWO: OPERATIONAL RESILIENCY AND EFFICIENCY ANALYSIS

Task Objective: Evaluate the adequacy of operational effectiveness and efficiency consistent with the objectives of AMHS. Review the use of resources, procedures, and practices at AMHS to determine if goals and objectives are being met in the most effective and efficient manner. Assess the internal control environment of AMHS in regards to managing and mitigating inherent risks. This analysis, at a minimum, must take into consideration the following:

- Management philosophy, operating style, and risk assessment practices including:
 - Planning and management of AMHS

- Formal risk assessment practices and procedures
 - Compliance with all known requirements
- Staffing Challenges
 - Adequacy of personnel skill and training
 - Evaluate personnel systems operation and management.
 - Evaluate staffing levels
- Efficient and effective operations
 - Organizational structure, governance, and delegations of authority and responsibility
 - Positions of accountability for financial and operational results
 - Review the adequacy and effectiveness of internal controls.
 - Specialization of work – centralized vs. decentralized
- Review internal and public communications
 - Effectiveness in outreach
 - Consistency of messaging
 - Strategy
 - Controls
- Identify gaps or overlaps programs or services

Task Two Deliverable: The contractor must produce and deliver to the project manager a detailed narrative report that illustrates the findings of this task. This report must also include a section on identified risks and propose mitigation solutions for each risk. This narrative must include individual sections for each of the above categories. The due date for this report shall be determined by the state and the contractor.

SEC. 3.04 TASK THREE INFORMATION TECHNOLOGY ANALYSIS (DATA INTEGRITY AND PROTECTION)

Task Objective: Evaluate system processing controls, data security, physical security, systems development procedures, contingency planning, and systems requirements.

- Evaluation of AMHS's information technology systems.
- Analysis of AMHS's performance data, performance measures, and self-assessment systems.
- Identify processes for integration with DOT&PF statewide systems.
- Examine data integrity and alignment with DOT&PF statewide standards.
- Analyze and evaluate the need for new or upgraded hardware, software, and facilities such as the reservations, maintenance management, and scheduling systems.

Task Three Deliverable: The contractor must produce and deliver to the project manager a detailed narrative report that illustrates the findings of this task. This report must also include a section on identified risks and propose mitigation solutions for each risk. This narrative must include individual sections for each of the above categories. The due date for this report shall be determined by the state and the contractor.

SEC. 3.05 TASK FOUR: FLEET MAINTENANCE EVALUATION

Task Objectives: Evaluate the adequacy of current engineering, vessel maintenance, and vessel construction practices and processes.

- Research and review regulatory notices, reports, and other available published information addressing pending and possible future rules and regulations, as available from regulatory agencies (ABS, USCG, IMO). Ship-check, as necessary for validation, and report on the status of compliance with respect to pending and possible future regulations.
- Review vessel and office records (USCG 835's, ABS survey reports, etc.) and completed consultant reports (2009 Fleet Survey, SOLAS surveys, past CIP projects, etc.) that previously identified areas of non-compliance with existing or pending rules and regulations. Ship-check, as necessary for validation, and report on the status of compliance with respect to these pending and possible future regulations.
- Document areas of non-compliance with existing or pending rules and regulations
- Identify areas for increased efficiency.

Task Four Deliverable: The contractor must produce and deliver to the project manager a detailed narrative report that illustrates the findings of this task. This report must also include a section on identified risks and propose mitigation solutions for each risk. This narrative must include individual sections for each of the above categories. The due date for this report shall be determined by the state and the contractor.

SEC. 3.06 TASK FIVE: FINANCIAL VITALITY AND RESILIENCY ANALYSIS

Task Objective: Evaluate the adequacy of financial resources, and appropriate financial planning consistent with the objectives of the AMHS. Address questions regarding internal controls, accounting, and the propriety of financial transactions.

- Determine how AMHS budgets are managed and expenses tracked against budgeted amounts.
- Determine if risk analysis is part of the budget allocation process.
- Identify cost savings.
- Evaluate financial planning, budgeting, and modeling policies and practices.
- Examine financial statements for accuracy, completeness, and compliance with accounting principles.

Task Five Deliverable: The contractor must produce and deliver to the project manager a detailed narrative report that illustrates the findings of this task. This report must also include a section on identified risks and propose mitigation solutions for each risk. This narrative must include individual sections for each of the above categories. The due date for this report shall be determined by the state and the contractor.

SEC. 3.07 TASK SIX: SYSTEM ANALYSIS TECHNICAL SUPPORT

Task Objective: Provide system technical assistance support as needed for operational modeling and data analysis. Support staff with data collection and analysis towards the generation of a performance dashboard based on key findings. Estimated time: 1,000 hours or more.

Task Six Deliverable: During the course of the contract, the state may need additional System Analysis Technical Support. If needed, the state shall issue anticipated amendments in 1,000 hour increments for this task. The hourly rates offered on **Attachment A – Cost Proposal** for Task Six shall apply.

SEC. 3.08 TASK SEVEN: OPERATIONAL AND PLANNING SUPPORT

Task Objective: Provide operational and planning supports as needed. Support staff with operational and planning support. Estimated time: 1,000 hours or more.

Task Seven Deliverable: During the course of the contract, the state may need additional Operational and Planning Support. If needed, the state shall issue anticipated amendments in 1,000 hour increments for this task. The hourly rates offered on **Attachment A – Cost Proposal** for Task Seven shall apply.

SEC. 3.09 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award through December 31, 2022. There are no renewals available under this contract. The approximate contract deliverable due dates are as follows:

Deliverable	Description	Due Date
One	Preliminary Survey and Project Work Plan	Determined by state and contractor
Two	Operational Resiliency and Efficiency	Determined by state and contractor
Three	Information Technology (Data Integrity and Protection)	Determined by state and contractor
Four	Fleet Maintenance Evaluation	Determined by state and contractor
Five	Financial Vitality and Resilience	Determined by state and contractor
Six	System Analysis Technical Support	As Requested
Seven	Operational and Planning Support	As Requested

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the procurement officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 3.10 CONTRACT TYPE

This contract is a Firm Fixed Price Contract for tasks One to Five, and an Hourly Rate based contract for tasks Six and Seven.

SEC. 3.11 PROPOSED PAYMENT PROCEDURES

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

SEC. 3.12 PROMPT PAYMENT FOR STATE PURCHASES

The state is eligible to receive a **5%** discount for all invoices paid within **15** business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the

full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

SEC. 3.13 CONTRACT PAYMENT

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

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

SEC. 3.14 CONTRACT PRICE ADJUSTMENTS

There are no price adjustments available under this contract. The hourly rates offered in response to this RFP shall remain firm through the termination of this contract.

SEC. 3.15 MANDATORY REPORTING

The contractor must provide a monthly status report by task to the project manager. The report must be submitted to the state no later than the 10th of each month.

The report must contain at least the following information for each task:

- task description,
- task status
- percent completed
- current risks and suggested solutions
- Anticipated date of completion

SEC. 3.16 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed at the Contractor's place of business and at the AMHS office in Ketchikan, Alaska. Some work may also be located in Juneau, Alaska at the DOT&PF Headquarters offices.

The state will provide workspace for the contractor in Ketchikan and Juneau if needed.

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. 3.17 TRAVEL REIMBURSEMENT

The contractor's travel expenses should not be included in the Cost Proposal. Travel must be approved in advance and in writing. It is anticipated the state will include travel funding as an independent line item within the contract. The state will reimburse the contractor's actual travel expenses per the following criteria:

- Airfare is limited to coach fare
- Lodging
- Reimbursement for meals will not exceed \$60.00 per day.
- Rental vehicles are limited to mid-size, make and model as opposed to premium options.
- All travel costs must be shown as separate line items on the invoice.
- Receipts must be provided with invoice for all travel expenses.

Any travel must comply to the greatest possible extent with State of Alaska Travel policies contained in AAM 60 (PDF) located at the following website:

<http://doa.alaska.gov/dof/travel/index.html>

SEC. 3.18 THIRD-PARTY SERVICE PROVIDERS

If applicable, 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. 3.19 SUBCONTRACTORS

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

Subcontractor experience **SHALL NOT** be considered in determining whether the offeror meets the requirements set forth in **Section 1.04 – Prior Experience**.

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

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

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

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

SEC. 3.20 JOINT VENTURES

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the executed joint venture agreement which identifies the principals involved and their rights and responsibilities regarding performance and payment.

SEC. 3.21 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. 3.22 F.O.B. POINT

Does not apply.

SEC. 3.23 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. 3.24 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. 3.25 LIQUIDATED DAMAGES

Does not apply.

SEC. 3.26 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 and Public Facilities or the Commissioner's designee.

ANTICIPATED AMENDMENTS

During the course of this contract, the state anticipates issuing amendments for state requested and approved as needed services and travel as defined in sections 3.07, 3.08, and 3.17.

SEC. 3.27 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. 3.28 INDEMNIFICATION

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

SEC. 3.29 INSURANCE REQUIREMENTS

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

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

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

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

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

Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$300,000 per claim /annual aggregate.

SEC. 3.30 TERMINATION FOR DEFAULT

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

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

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

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

SEC. 4.02 INTRODUCTION

OFFERORS RESPONSE: Proposals must include introductory narrative statement that include the complete name and address of offeror's firm and the name, mailing address, email address, and telephone number of the person the state should contact regarding the proposal.

This narrative 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 TASK ONE: PRELIMINARY SURVEY AND PROJECT WORKPLAN

OFFERORS RESPONSE: Offerors must submit comprehensive narrative statements that illustrate their understanding of the requirements of the Preliminary Survey and Project Workplan for evaluation. These statements should describe the methodology to be used to complete the preliminary survey and project work plan, identify known risks, propose mitigation solutions to the risks, and must include a table illustrating staff assigned to this task.

SEC. 4.04 TASK TWO: OPERATIONAL RESILIENCY AND EFFICIENCY ANALYSIS

OFFERORS RESPONSE: Offerors must submit comprehensive narrative statements that illustrate their understanding of the requirements of the Operational Resiliency and Efficiency Analysis for evaluation. These statements should describe the methodology to be used to complete the analysis, identify known risks, propose mitigation solutions to the risks, and must include a table illustrating staff assigned to this task.

SEC. 4.05 TASK THREE: INFORMATION TECHNOLOGY ANALYSIS (DATA INTEGRITY AND PROTECTION)

OFFERORS RESPONSE: Offerors must submit comprehensive narrative statements that illustrate their understanding of the requirements of the Information Technology Analysis. These statements should describe the methodology to be used to complete the analysis, identify known risks, propose mitigation solutions to the risks, and must include a table illustrating staff assigned to this task.

SEC. 4.06 TASK FOUR: FLEET MAINTENANCE EVALUATION

OFFERORS RESPONSE: Offerors must submit comprehensive narrative statements that illustrate their understanding of the requirements of the Fleet Maintenance Evaluation. These statements should describe the methodology to be used to complete the evaluation, identify known risks, propose mitigation solutions to the risks, and must include a table illustrating staff assigned to this task.

SEC. 4.07 TASK FIVE: FINANCIAL VITALITY AND RESILIENCY ANALYSIS

OFFERORS RESPONSE: Offerors must submit comprehensive narrative statements that illustrate their understanding of the requirements of the Financial Vitality and Resiliency Analysis. These statements should describe the methodology to be used to complete the analysis, identify known risks, propose mitigation solutions to the risks, and must include a table illustrating staff assigned to this task.

SEC. 4.08 TASK SIX: SYSTEM ANALYSIS TECHNICAL SUPPORT

OFFERORS RESPONSE: Offerors must submit comprehensive narrative statements that demonstrate and illustrate the firms' ability to provide staffing to handle additional work as needed for the provision of System Analysis Technical Support. These statements should include a table illustrating staff that could be assigned to this hourly rate-based task.

SEC. 4.09 TASK SEVEN: OPERATIONAL AND PLANNING SUPPORT

OFFERORS RESPONSE: Offerors must submit comprehensive narrative statements that demonstrate and illustrate the ability to provide staffing to handle additional work as needed for the provision of Operational and Planning Support. These statements should include a table illustrating staff that could be assigned to this hourly rate-based task.

SEC. 4.10 EXPERIENCE AND QUALIFICATIONS

OFFERORS RESPONSE: Offerors must submit comprehensive narrative statements and information as required that illustrate how the firm and the offered staff meet or exceed the minimum experience requirements defined in section 1.04. If the project manager is not PMP Certified, the submitted narratives must clearly define and describe the project managers experience managing similar projects. The narratives should also include demonstrated experience in completing similar projects and a maximum of five letters of reference from previous clients. If utilizing subcontractors as permitted in Section 3.19, the proposal should include the information required when requested by the state in Section 3.19.

SEC. 4.11 COST PROPOSAL

OFFERORS RESPONSE: Offerors must submit **Attachment A – Cost Proposal Form** for evaluation. Proposed costs, both lump sum tasks and hourly rate tasks must be fully loaded and include all direct and indirect costs associated with the performance of the contract, including, but not limited to, lump sum costs, total number of hours at various hourly rates, direct expenses, payroll, supplies, taxes, insurance and overhead assigned to each person working on the project.

SEC. 4.12 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 TASK ONE: PRELIMINARY SURVEY AND PROJECT WORKPLAN (5%).

Proposals will be evaluated against the questions set out below:

- 1) How well has the offeror demonstrated a thorough understanding of the requirement to complete a thorough and comprehensive Preliminary Survey and Project Work Plan?
- 2) To what extent has the offeror described the methodology and process proposed to complete this requirement?
- 3) How well has the offeror identified pertinent issues and potential risks related to this task?
- 4) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 5) To what extent has the offeror demonstrated an understanding of the state's time schedule and can meet it?

SEC. 5.02 TASK TWO: OPERATIONAL RESILIENCY AND EFFICIENCY ANALYSIS (5%)

Proposals will be evaluated against the questions set out below:

1. How well has the offeror demonstrated a thorough understanding of the requirement to complete a thorough and comprehensive Operational Resiliency and Efficiency Analysis?
2. To what extent has the offeror described the methodology and process proposed to complete this requirement?
3. How well has the offeror identified pertinent issues and potential risks related to this task?
4. To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
5. To what extent has the offeror demonstrated an understanding of the state's time schedule and can meet it?

SEC. 5.03 TASK THREE: INFORMATION TECHNOLOGY ANALYSIS (DATA INTEGRITY AND PROTECTION) (5%)

Proposals will be evaluated against the questions set out below:

1. How well has the offeror demonstrated a thorough understanding of the requirement to complete a thorough and comprehensive information Technology Analysis?
2. To what extent has the offeror described the methodology and process proposed to complete this requirement?
3. How well has the offeror identified pertinent issues and potential risks related to this task?

4. To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide.
5. To what extent has the offeror demonstrated an understanding of the state's time schedule and can meet it?

SEC. 5.04 TASK FOUR: FLEET MAINTENANCE EVALUATION (5%)

Proposals will be evaluated against the questions set out below:

1. How well has the offeror demonstrated a thorough understanding of the requirement to complete a thorough and comprehensive Fleet Maintenance Evaluation?
2. To what extent has the offeror described the methodology and process proposed to complete this requirement?
3. How well has the offeror identified pertinent issues and potential risks related to this task?
4. To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide.
5. To what extent has the offeror demonstrated an understanding of the state's time schedule and can meet it?

SEC. 5.05 TASK FIVE: FINANCIAL VITALITY AND RESILIENCY ANALYSIS (5%)

Proposals will be evaluated against the questions set out below:

1. How well has the offeror demonstrated a thorough understanding of the requirement to complete a thorough and comprehensive Financial Vitality and Resiliency Analysis?
2. To what extent has the offeror described the methodology and process proposed to complete this requirement?
3. How well has the offeror identified pertinent issues and potential risks related to this task?
4. To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide.
5. To what extent has the offeror demonstrated an understanding of the state's time schedule and can meet it?

SEC. 5.06 TASK SIX AND SEVEN: SYSTEM ANALYSIS TECHNICAL SUPPORT AND OPERATIONAL AND PLANNING SUPPORT (5%)

Proposals will be evaluated against the questions set out below:

1. How well has the offeror demonstrated a thorough understanding of, and the ability to, provide additional staffing to assist with System Analysis Technical Support as requested by the state?
2. How well has the offeror demonstrated a thorough understanding of, and ability to provide additional staffing to assist with Operational and Planning Support as requested by the state?

SEC. 5.07 EXPERIENCE AND QUALIFICATIONS (30%)

Proposals will be evaluated against the questions set out below:

1) *Questions regarding the Firm and Subcontractor(s) (if used)*

- a) To what extent does the Firm exceed the minimum required experience as defined in Section 1.04?
- b) To what degree has the firm demonstrated experience in completing similar projects?
- c) Has the firm provided letters of reference from previous clients?
- d) If a subcontractor will perform work on the contract, to what extent has the offeror described and provided the information as required under Section 3.17?

2) *Questions regarding the Offered Staff:*

- a) To what extent does the offered Project Manager and staff meet or exceed the minimum prior experience requirements as defined in Section 1.04.
- b) If the offered project manager is not PMP Certified, to what extent is the offered experience pertinent and applicable to this project?

SEC. 5.08 CONTRACT COST (30%)

Overall, 30% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.11.

Converting Cost to Points

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

SEC. 5.09 ALASKA OFFEROR PREFERENCE (10%)

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

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

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

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 6.03 SITE INSPECTION

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

SEC. 6.04 CLARIFICATION OF OFFERS

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

SEC. 6.05 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.06 EVALUATION OF PROPOSALS

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

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

SEC. 6.07 CONTRACT NEGOTIATION

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

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

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

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

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

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.10 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SEC. 6.11 APPLICATION OF PREFERENCES

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the **Department of Administration, Division of Shared Service's** web site:

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

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

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

SEC. 6.12 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;

- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under former AS 32.05, AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

OFFERORS RESPONSE: In order to receive the Alaska Bidder Preference, the proposal must include **Attachment D, Alaska Bidder Preference Certification Form**. An offeror does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.13 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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

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

SEC. 6.14 ALASKA OFFEROR PREFERENCE

2 AAC 12.260(e) provides Alaska offerors a 10% overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. An Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS

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

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

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

FORMULA USED TO CONVERT COST TO POINTS:

$$\text{lowest cost} \times \text{maximum points for cost} / \text{next highest cost} = \text{points awarded}$$

Example:

STEP 1

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

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

STEP 2

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

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

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

Offeror #3 receives 33.7 points.

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

ALASKA OFFEROR PREFERENCE

STEP 1

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

$$100 \text{ Total Points Available in RFP} \times 10\% \text{ Alaska Offeror preference} = 10 \text{ Points for the preference}$$

STEP 2

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

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

STEP 3

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

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

STEP 4

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

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) (Attachment B). This form is attached in **SECTION 8.**

ATTACHMENTS for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

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

SEC. 7.02 QUALIFIED OFFERORS

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

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

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

SEC. 7.03 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 7.04 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 7.05 HUMAN TRAFFICKING

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

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

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

SEC. 7.06 RIGHT OF REJECTION

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

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

Minor informalities that:

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

may be waived by the procurement officer.

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

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

SEC. 7.07 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 7.08 DISCLOSURE OF PROPOSAL CONTENTS

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

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 TARIFFS

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

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- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
 - **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
 - **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
 - **State's Ability to Make Changes:** The state reserves the right to request verification of Federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
 - **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

- | | |
|-----------------|---|
| 1) Attachment A | Cost Proposal |
| 2) Attachment B | Standard Agreement Form - Appendix A |
| 3) Attachment C | Insurance Requirements |
| 4) Attachment D | Alaska Bidder Preference Certification Form |
| 5) Attachment E | Notice of Intent to Award a Contract |
| 6) Attachment F | Proposal Evaluation Form |